1856

Brockville & Ottawa railway.
Minutes of proceedings ...

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MINUTES OF PROCEEDINGS

(12)

BETWEEN THE

COUNTY COUNCIL

OF LANARK AND RENFREW,

AND THE

BROCKVILLE AND OTTAWA RAILWAY COMPANY.

Printed by Order.

W. R. F. BERFORD, COUNTY CLERK, LANARK AND RENFREW.

PERTH:
PRINTED BY THOMAS CAIRNS AT THE OFFICE OF THE BRITISH STANDARD.
1856.

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Brockville and Ottawa Railway Documents.

United Counties of Lanark and Renfrew.

Council Chamber, Perth January 26th, 1853.

Mr. Knapp moved, seconded by Mr. Moffatt,

Resolved,—That, whereas the St. Lawrence and Ottawa Grand Junction Railroad Company is organized and a charter granted for a Railroad from Montreal to intersect the Bytown and Prescott Railroad at or near Kemptville, and in as much as it would be an important object to continue said line of road through to these Counties, and would materially assist in developing the resources of the same, it is hereby resolved, that the Warden of this Council do correspond with the President of the said Company, and state that this Council will co-operate with them in continuing said line of road from Kemptville direct to Smith's Falls and Perth, and from thence through the United Counties of Lanark and Renfrew to the Ottawa at the mouth of the Madawaska River to Pembroke.

Moved by Mr. Scott, (Ramsay,) seconded by Mr. Moffatt, in amendment,

That the Warden enter into correspondence with the Mayor and Town Council of Brockville, and solicit their co-operation in constructing a Railroad from Brockville via Smith's Falls, Carleton Place, Ramsay, Pakenham, the mouth of the Madawaska, thence along the most practicable route to Pembroke.

The amendment having been put and lost, the original motion was then carried.

Mr. Scott, (Ramsay,) gave notice that he would on to-morrow move that the Warden of this Council do communicate with the Town Council of Brockville, and inform them that this Council will cooperate with them in constructing a Railroad from that place by Smith's Falls, Perth, Carleton Place, Ramsay, Pakenham, the mouth of the Madawaska, and thence along the most practicable route to Pembroke.

The yeas and nays on Mr. Knapp's motion were demanded and were

Yeas—Messrs. Doran, Stanley, Dooher, Bennett, Maitland, McLaren, Feighney, Ennis, Knapp, and Ferguson—10.

Nays—Messrs. Burrows, Moffatt Stewart, John Scott, and Young Scott—5.

Council Chamber, Perth, Janaary 27th, 1853.

Mr. Anderson moved, seconded by Mr. Moffatt,

Resolved,—That the Council do now resolve into a Committee of the whole to take into consideration Railroad affairs.

The yeas and nays were called for and were

Yeas—Messrs. Dooner, Bennett, Doran, Moffatt, Anderson, Stewart, John Scott, Burrows, Chamberlain and Young Scott—10.

Nays,—Messrs. Fraser, Brownlee, Ferguson, Knapp, Ennis, Feighney, Maitland and Stanley—8.

The Council in Committee; Mr. Stanley in the chair.

The Council resumed; the Warden in the chair.

Mr. Stanley reported that the Committee of the whole had resolved that the debate on the question now before the Council be adjourned until this day three months.

Council Chamber, Perth, 28th January, 1853.

Mr. Knapp moved, seconded by Mr. Dooner,

Resolved,—That the Honorable Roderick Matheson be heard before this Council in reference to the Railroad question.

The Honorable Roderick Matheson addressed the Council, advocating a line of Railroad to unite with the Montreal and Kemptville Grand Junction Railway at Kemptville.

Mr. Anderson moved, seconded by Mr. Stewart,

That the 14th Rule be suspended during the remainder of this session.

Mr. Chamberlain moved, seconded by Mr Scott, (Ramsay,)

That the motion passed by this Councilrelative to the Warden corresponding with the St. Lawrence and Ottawa Grand Junction Railroad Company be recinded.

The yeas and nays were called for and were

Yeas,—Messrs. Burrows, Scott, (Pakenham,) Moffatt, Stewart, Anderson, Scott, (Ramsay,) and Chamberlain—7.

Nays,—Messrs. Brownlee, Ferguson, Knapp, Feighney, Ennis, Maitland, Doran, Bennett, Stanley and Dooner—10.

Council Chamber, Perth, 14th, June, 1853.

A memorial from the Town Council of Perth in favour of the Brockville and Ottawa Railway was received and read.

A similar memorial from the Township of Ramsay was received and read.

Mr. Scott, (Ramsay,) gave notice that he would on to-morrow move for leave to introduce a By-law to authorize this Council to grant its guarantee to the Brockville and Ottawa Railway Company to the extent of two hundred thousand pounds; also a By-law to determine the mode by which the decussion of the qualified Electors shall be made upon the question to be submitted to them.

Mr. Moffatt moved, seconded by Mr. Burrows,

Resolved,—That Messrs. McCrae, Scott, Doran, Stewart, and the mover be and they are hereby appointed a committee on Railroads.

Council Chamber, Perth, 15th June, 1853.

Mr. Doran from the Railroad Committee submitted their first Report which was read put and adopted as follows, viz:

To the Municipal Council of the United Counties of Lanark and Renfrew.

Your committee on Railroads beg leave to present you with this their first Report.

Your Committee have had before them a memorial from the town Council of Perih, and a memorial from the Municipality of Ramsay, praying your Council to aid the Brockville and Ottawa Railroad Company in the construction of a Railroad from Brockville to Pembroke with a Branch from Smith's Falls to Perth.

Your Committee have carefully examined into the scheme by which said Road is to be constructed and having received satisfactory information from Messrs. Bell and Watson, (two of the Directors of said Company,) as to the carrying out of the project, feel convinced that the amount which your Council may deem proper to advance to said Company, will be satisfactorily secured in the work.

Your Commi tee therefore taking into consideration the prosperous state of your United Counties, the rapid increase of wealth and population, the serious difficulties the inhabitants have to contend with for the want of ready access to a market and the incalculable benefits to arise from a Railroad of the kind being made through our Counties, most re-

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spectfully recommend that your Council do pass a By-law for the purpose of guaranteeing a sum of £200,000 to the said Company on the condition referred to in said petitions, and that the necessary steps be taken forthwith to comply with the terms of the Consolidated Loan Fund Act, under which it is proposed that the money shall be raised.

Respectfully submitted.

(Signed,) JOHN DORAN, Chairman,
JOHN SCOTT,
ALEXANDER STEWART,
ALEXANDER MOFFATT,
GERARD MCCRAE,

Committee Room, Perth, 15th June, 1853.

Mr. Doran moved, seconded by Mr. Scott,

Resolved,—That the By-law providing for a loan to the Brockville and Ottawa Railroad Company be now brought up and read a first time.

The By-law providing for a loan to the Brockville and Ottawa Railroad Company was then brought up and read a first time.

Mr. Doran moved, seconded by Mr. Burrows,

Resolved,—That the blanks in the By-law now read a first time be filled up and that it be read a second time forthwith.

The blanks in the By-law having been filled it was read a second time.

Mr. McCrae moved, seconded by Mr. Scott,

Resolved,—That Mr. Watson be heard at the bar of this Council in explanation of the Railroad Loan or guarantee.

Mr. Watson addressed the Council upon that subject and immediately after the Council adjourned to three o'clock in the afternoon.

COUNCIL CHAMBER, Perth 15th June, 1853.

3 o'clock, P. M.— Mr. Scott moved, seconded by Mr. Doran,

Resolved,—That the By-law to enable the Municipal Council of the United Counties of Lanark and Renfrew to lend by way of a guarantee to the Brockville and Ottawa Railway Company the sum of two hundred thousand pounds, and borrow money upon the credit of the Consolidated Municipal Loan Fund for Upper Canada to complete such Loan, be now read a third time.

The yeas and nays being demanded were ar follows, viz:

Yeas,—Messrs. Ferguson, Feighney, McAdam, McCrae, McLaren, Scott, Stewart, Anderson, Brownlee, Moffatt, Doran, Bennett, Burrows, Dooner, and Maitland—15.

Nays,—Messrs. Stanley, Ennis, and Fraser—3.

The By-law providing for a Loan, by way of guarante to the Brockville and Ottawa Railway Company was read a third time :

By-law to enable the Municipal Council of the United Counties of Lanark and Renfrew to lend by way of guarantee to "The Brockville and Ottawa Railway Company," the Sum of Two Hundred Thousand Pounds, and to borrow money upon the credit of the consolidated Municipal Loan Fund for Upper Canada to complete such Loan.

Whereas an Act has been lately passed to incorporate the Brockville and Ottawa Railway Company, and whereas the immediate construction of such Railway is an object of great importance to the inhabitants of these Counties; and whereas, this Council, desirous of giving assistance towards the making, constructing and completing said Road; and it is deemed such assistance can be most effectually rendered by guarantee or Loan to said Company the sum of two hundred thousand pounds of lawful Money of Canada, the repayment thereof, with Interest to be secured as hereinafter mentioned.

And whereas for the purpose of enabling this Council to make such Loan to the said Company, it is necessary to raise by Loan, the Sum of Two Hundred Thousand Pounds under the authority of an Act of the Legislature of this Province passed in the Sixteenth year of the Reign of Her Majesty, Queen Victoria, entituled "An Act to establish a Consolidated Municipal Loan Fund for Upper Canada."

And whereas this By-law has been approved by a majority of the Municipalities in the United Counties of Lanark and Renfrew at meetings called and held in the said Municipalities respectively upon Friday the Fifteenth day of July, One Thousand Eight Hundred and Fifty-three, in conformity with the requirements of the said Act, to establish a Consolidated Municipal Loan Fund for Upper Canada.

Be it therefore enacted by the Municipal Council of the United Counties of Lanark and Renfrew, and it is hereby enacted and declared, that it shall and may be lawful for the Warden of the United Counties of Lanark and Renfrew, for the time being, and he is hereby authorized and required for and on behalf, and in the name of the Municipal Council of the United Counties of Lanark and Renfrew, to lend to the Brockville and Ottawa Railway Company the said Sum of Two Hundred Thousand Pounds of lawful money aforesaid immediately upon and after the Security hereinafter named for the repayment of the principal and interest of such Loan shall have been made and completed in due form of law.

And be it further enacted, that for the purpose of enabling the said County Warden to make such loan as aforesaid to the said "The Brockville and Ottawa Railway Company," it shall and may be lawful for the County Warden, or other proper officer of the United Municipal Council for the time being and he is hereby authorized and required to raise by way of Loan upon the credit of the said "Consolidated Municipal Loan Fund for Upper Canada" from time to time such Sum or Sums of money in Cash or Debentures as shall be required, not exceeding in the whole the Sum of Two Hundred Thousand Pounds of lawful money aforesaid, which said Money or Debentures shall from time to time as required be paid over under the direction of this Council to the said Company by way of such Loan as aforesaid, and shall not be applied to any other purpose whatsoever.

And be it enacted that the Debentures to be issued by the Receiver General of this Province under the authority of this By-law shall be payable at the expiration of *Twenty years* from the issuing thereof.

And be it enacted that all payments made or to be made by the said Company upon the credit of the principal or interest of said loan upon the Security hereafter provided or otherwise, shall from time to time be paid over to the Treasurer of this Municipal Council and it shall be the duty of the said Treasurer and he is hereby required from time to time, as the same shall or may come into his hands to pay over the same to the Receiver General of this Province to be by him placed to the credit of this Municipal Council with the said Consolidated Municipal Loan Fund, until the Loan so to be affected as aforesaid and all interest thereon shall have been fully paid and satisfied.

And be it further enacted, that the Security hereinbefore referred to, for the repayment of the principal and interest of said loan shall be as follows. The said Company shall undertake to pay over to the Treasurer of this Municipal Council from time to time, semi-annually as required by law, the eight per centem per annum which this Municipal Council, shall under the provisions of the said Consolidated Municipal Loan Fund Law upon the issue of

said Debentures, become bound to pay; that said eight per cent shall be paid as aforesaid at least thirty days before the respective times at which this Municipal Council shall be bound, by law to pay the same; that if at the expiration of the term for which such Debentures shall be issued, any portion thereof shall still remain due, the said Company shall provide for and pay off the same and shall indemnify and save hureale so in every respect, the said Municipal Council against all loss or damage by reason of such Loans as aforesaid or in consequence of the liability of this Municipal Council incurred under this By-law. The Road, Tolls and Property of the said Company to stand pledged and Mortgaged to this Municipal Council [in common with such other Municipalities as at the time of effecting such Security shall have made similar loans for the purpose aforesaid and shall be named therein] in preference to all other creditors, saving such Municipalities having such common lieu as aforesaid.

Read and passed Twenty-fifth day of July, 1853.

[Signed,] JAMES MORRIS, jun.
Warden.

Certified. W. R. F. BERFORD,
County Clerk.

Mr. Moffat moved seconded by Mr. Stewart,

Resolved,—That the By-law to fix the mode in which this Council shall decide whether the By-law to aid the Brockville and Ottawa Railway Company by a guarantee Loan has been approved or disapproved by the several Municipalities be now received and read a first time.

The By-law referred to was therefore brought up and read a first time.

Mr. Anderson moved, seconded by Mr. Brownlee.

Resolved,—That the By-law now read, be read a second time, short forthwith.

The By-law referred to was therefore read a second time.

COUNCIL CHAMBER, PERTH, 16th JUNE, 1856.

Mr. Scott moved, seconded by Mr. Doran,

Resolved,—That the By-law to fix the mode in which this Council shall decide whether the By-law to aid the Brockville & Ottawa Railway Company by a guarantee Loan has been approved or disapproved by the several Municipalities, be now brought up and read a third time.

The By-law was then brought up and read a third time until passed as follows:—

BY-LAW.

To fix the mode in which this Council shall decide whether the By-law to aid "the Brockville & Ottawa Railway Company" by a guarantee Loan has been approved or disapproved by the several Municipalities.

Whereas a proposed By-law of this Council entitled "By-law to enable the Municipal Council of the United Counties of Lanark and Renfrew to lend by way of guarantee to "The Brockville and Ottawa and Railway Company" the sum of two hundred thousand, and to borrow money upon the credit of the Consolidated Loan Fund for Upper Canada to complete the same," is by direction of this Council to be submitted to the duly qualified Municipal Electors of the several Municipalities within these Counties, for their approval or disapproval upon the fifteenth day of July one thousand eight hundred and fifty-three, and whereas it is necessary for this Council to fix by By-law in what mode this Council will decide whether the said By-law shall be approved or disapproved.

Be it therefore enacted, and it is hereby enacted by the Municipal Council of the United Counties of Lanark and Renfrew, that the question whether the said By-law be approved or disapproved by the several Municipalities of these Counties shall be decided by this Council according to the Statute in that behalf, by the majority of votes of Municipalities approving or disapproving of the same.

And be it enacted that the manner in which the decision of each of the said several Municipalities shall be made known to the County Clerk as required by law, shall be as follows, that is to say, the Reeve or such other member of the Council as in his absence shall preside immediately after the vote upon said By-law shall have been ascertained, shall sign in duplicate a certificate to the following effect, endorsed upon a copy of said By-law.

I do hereby certify that a certain proposed By-law of the Municipal Council of the United Counties of Lanark and Renfrew, entitled "By-law to enable the Municipal Council of the United Counties of Lanark and Renfrew to levy by way of guarantee to "the Brockville & Ottawa Railway Company" the sum of two hundred thousand pounds, and to borrow money upon the credit of the Consolidated Loan Fund for Upper Canada to complete such a loan," and of which the within is a true copy, was pursuant to the directions of the said Municipal Council as set forth in the notice subjoined to said By-law, submitted to the qualified subjoined Municipal Electors of the Municipality of the Township (or United Townships) for their approval or disapproval, at a meeting called for that purpose, and held at with the Township of upon the fifteenth day of July one thousand eight hundred and fifty three, and that the majority of qualified Municipal Electors of this Municipality present, voting at such meeting, voted for the approval (or disapproval as the case may be) of the said By-law.

A. B.
Reeve of the Municipality of the Township (or United Townships of) (or as the case may be) member of the Council of the Municipality of the Township (or United Townships) of presiding at such meeting, the Reeve being absent.

Countersigned
C. D.
Township Clerk of the Municipality of the Township of (or United Townships) of

Dated July, 1853.

Which said certificate signed by the Reeve or member of the Council presiding, shall be countersigned by the Clerk of the Municipality, acting as Secretary of such meeting, and shall be forthwith transmitted by the Clerk of such Municipality, acting as Secretary to the County Clerk, and shall be received and taken by this Council as evidence of the vote of such Municipalities so voting as aforesaid, Yea or Nay as the case may be.

And be it enacted that the Clerk of such Municipality shall keep as required by law, among the records of his office, a duplicate of such certificate.

Passed 16th June, 1853.

Certified. (Signed) JAMES MORRIS, jr., *Warden.*
W. R. F. BERFORD, *County Clerk.*

COUNCIL CHAMBER, PERTH, 17th JUNE, 1853.

Moved by Mr. Doran, seconded by Mr. Burrows,

Resolved,—That the By-law providing for a loan to the Brockville & Ottawa Railway Company passed by this Council as published according to the provisions of the Statute in that behalf as follows, viz.: in the Carleton Place *Herald* and the Lanark *Observer* newspapers, and also in the *British Standard* and *Bathurst Courier* newspapers, for one month—the first publication to be on Wednes-

day the twenty second day of June instant, and that notice in the form hereunder written, be also appended thereto, that the said By-law will, on Friday the fifteenth day of July next, at the places mentioned in said notice, (which places are hereby fixed and appointed by this Council) at 12 o'clock noon, be submitted to the Electors in each Municipality in these Counties for their approval or disapproval; and that copies of such By-law with such notice appended thereto be also posted up, as the Statute requires in each of said Municipalities on or before the said day of first publication in said newspaper.

FORM OF NOTICE.

Notice is hereby given that the foregoing is a true copy of a By-law which will be taken into consideration by the Municipal Council of the United Counties of Lanark and Renfrew after the expiration of one month from the first publication thereof in the *Carleton-Place Herald*, published at Carleton Place, and in the *Lanark Observer* newspaper published at Perth, also in the *British Standard* and *Bathurst Courier* newspapers, also published at Perth in the said United Counties, such first publication having been made on Wednesday the twenty-second day of June, in the year of our Lord one thousand eight hundred and fifty-three.

And notice is also hereby given that in the pursuance of the Act of the Legislature of this Province passed in the sixteenth year of the reign of Her Majesty, Queen Victoria, entituled "an act to establish a Consolidated Municipal Loan Fund for Upper Canada." The Municipal Council of the United Counties of Lanark and Renfrew have appointed that on Friday, the 15th day of July, in the year of our Lord one thousand eight hundred and fifty-three, at noon, at the several places hereinafter named, as the several Municipalities of these United Counties, as hereinafter mentioned, a general meeting of the qualified Municipal Electors of the several Municipalities within these United Counties, will be held for the purpose of considering the said By-law and approving or disapproving of the same, that is to say, of the Municipality of Bathurst and South Sherbrooke at the Town Hall, in the Township of Bathurst; of the Municipality of the Township of Beckwith, at Franktown, at the House of James Burrows, Esq., in the Township of Beckwith; of the Municipality of Burgess, North, at the Town Hall, in the Township of Burgess, North; of the Municipality of the United Townships of Dalhousie, Sherbrooke North, and Levant, at the ninth line church, in the Township of Dalhousie; of the municipality of the Township of Drummond, at McGarry's School House in said Township of Drummond; of the Municipality of the Township of Elmsley North, at McCormick's Hotel, Pike-Falls, in said Township of Elmsley North; of the Municipality of the United Townships of Lanark and Darling, at the Town Hall, in the village of Lanark, in the Township of Lanark; of the Municipality of the Township of Montagne, in the house of Alvin Rose, in the Township of Montague; of the Municipality of the Township of Pakenham, at the School House, at the village of Pakenham, in the Township of Pakenham; of the Municipality of the Town of Perth, at the Court House in the Town of Perth; of the Municipality of the Township of Ramsay, at the Town Hall, in the Township of Ramsay; of the Municipality of the Township of Admaston, at the house of Elias Moore, Esq., in the Township of Admaston; of the Municipality of the Townships of Bagot and Blythefield, at Bagot School House, in the Township of Bagot; of the Municipality of the Township of Bromley, at the house of Andrew Rathfield, in the Township of Bromley; of the Municipality of the Township of Horton, at the School House in the village of Renfrew in the Township of Horton; of the Municipality of the Township of Ross, at the House of James McLean, in the Township of Ross; of the Municipality of the Township of McNab, at the dwelling house of Allan Stewart, Township Clerk, in the Township of McNab; of the Municipality of the Township of Westmeath, at the School House number one, in the Township of Weastmeath; of the Municipality of the United Townships of Pembroke and Stafford, at the house of Mrs. Dunlop, in the Township of Pembroke.

Moved by Mr. McAdam, seconded by Mr. Ferguson,

Resolved,—That the By-law introduced into this present Session of Council, providing for a loan of two hundred thousand pounds to the Brockville and Ottawa Railway Company, and ordered to be submitted to the Electors of the several Municipalities for their approval or disapproval was so introduced and ordered to be submitted upon the faith and observance of the said Company, commencing and carrying on the road from Perth to Smith's-Falls simultaneously with the commencement of the work at Brockville, and completing one part as soon as the other; and that this Council pledges itself to the Electors, that such stipulation and observance shall be carefully porvided for in the contract to be entered into with the said Company before any part of the Loan shall be advanced to them by this Council.

In amendment Mr. McCrea moved, seconded by Mr Dooner,

That the Resolution now read be amended by inserting after "Smith's Falls" the words "and Pembroke." Lost on division, and the Yeas and Nays being demanded were,

Yeas,—Messrs. Feighney, Dooner, McCrea, McLaren, Maitland and Scott. [6.]

Nays,—Messrs. Fergusson. McAdam, Stewart, Anderson, Brownlee, Moffatt, Doran, Burrows, Bennett and Ennis. [10.]

The original motion was then put and carried.

COUNCIL CHAMBER, Perth, July 25, 1856.—3 P. M.

Mr. McAdam moved, seconded by Mr. Moffatt,

That Thomas M. Radenhurst and Daniel McMartin, Esquires, Barristers at Law, be appointed to act Solicitors on behalf of this Council in any arrangement, Contract, or Agreement that may be entered into between this Municipal Council and the Brockville and Ottawa Railway Company.

Mr. Knapp moved, seconded by Mr. Stanley,

That Thomas M. Radenhurst and Daniel McMartin, Esqs., be heard before this Council before this Council before the final passage of this By-Law in order to obtain their legal opinion thereon, and that they be paid for their services.

Mr. Doran moved, seconded by Mr. Moffatt,

Resolved,—That the By-Law to enable the Municipal Council of the United Counties of Lanark and Renfrew to lend by way of guarantee to the Brockville and Ottawa Railway Company the sum of two hundred thousand pounds, and to borrow money upon the credit of the Consolidated Municipal Loan Fund for Upper Canada to complete such Loan, be now passed.

The yeas and nays being called for were—

Yeas—Messrs. McAdam, Maitland, Knapp, Scott, Stewart, Anderson, Brownlee, Moffatt, Doran, Burrows, Bennett, Dooner, Feighney, Ennis, and Fergusson—15.

Nays—Messrs. Moore and Stanley—2.

The By-Law was then passed.

Mr. Moffatt moved, seconded by Mr. Doran,

Resolved,—That the Treasurer be requested to furnish forthwith a statement of taxable property and

of the debts, liabilities, and expenditures of the Counties, under oath, pursuant to the requirements of the Municipal Consolidated Loan Fund Act, to accompany the By-Law now passed by this Council, guaranteeing a Loan of £200,000 to the Brockville and Ottawa Railway Company, when the same shall be transmitted to the Governor-General in Council for his approval.

Mr. Doran moved, seconded by Mr. Burrows,

Resolved,—That the Clerk of this Council be, and he is hereby required to furnish such information as may be required in connection with the By-Law to guarantee a loan to the Brockville and Ottawa Railway Company, and that he do forward the same to to the Governor.

Council Chamber, Perth, 5th October, 1853.

Mr. McAdam gave notice that he would bring before this Council for their consideration a motion of enquiry concerning the Brockville and Ottawa Railway Contract in connection with the guarantee of these United Counties during the Session of Council.

Mr. McAdam moved, seconded by Mr. Ferguson,

Resolved,— That the Clerk of this Council do correspond with the Secretary of the Brockville and Ottawa Railway Company, and request that he do furnish this Council with a copy of the Contract between Mr. Sykes and the aforesaid Company, with all other papers and documents that might inform this Council how matters stand, so far as the guarantee of those United Counties is concerned.

Council Chamber, Perth, 24th January, 1854.

Read in Council this morning and referred to committee—A letter from the Secretary of the Brockville and Ottawa Railway Company.

Do. from the Honourable the Provincial Secretary informing the Council that the ByLaw providing for a loan of £200,000 to the Brockville and Ottawa Railway Company had been approved by the Governor-General.

Mr. McDougall gave notice that he would tomorrow move for a Special committee of nine members on Railroads, and that the 24th rule be suspended on this occasion in consideration of the great importance and magnitude of the subject, and that the said committee shall have power to send for persons and papers and engage the best legal advice the municipalty can afford.

Mr. McDougall gave notice that he would tomorrow move for the publication in one newspaper, at least within the municipalty of all documents, negotiations and arrangements between this municipalty and the Brockville and Ottawa Railway Company, with a view to allay the anxiety naturally felt by the people throughout the Counties of Lanark and Renfrew.

Mr. McCrae gave notice that he would on to-morrow move that this Council do appoint two Solicitors for the purpose of guarding the interests of the Counties in all Railroad business.

Council Chamber, Perth, January 25th, 1855.

Mr. McDougall moved, seconded by Mr. Fraser,

For a committee of nine to be appointed on Railroads to be composed of Messrs. Beckwith, Scott, (Ramsay,) Scott, (Pakenham,) McCrae, Fraser, Motherwell, Anderson, Hall, and the mover with power to send for persons and papers and imploy the best legal advisers the Municipality can afford and that the 24th Rule of this Council be dispensed with on this occasion in consideration of the great importance and magnitude of the subject to be reported on.

Mr. Beckwith moved, seconded by Mr. Bellows, in amendment,

Resolved,—That the Committee on Railroads consist of five and be ballotted for in the usual manner.

The amendment having been put and carried the original motion was negatived.

The Yeas and nays having been demanded were as follows, viz:

Yeas,—Messrs. Gilhilly, Beckwith, Noonan, Caldwell, Anderson, Smith, John Scott, Motherwell, Moffatt and Hall—11.

Yeas,—Messrs. Burrows, Stanley, McDougall, Maitland, Frizell, Mulligan, Olmstead, Young Scott, Moore, and Fraser—10.

The Council then proceeded to ballot for a Railroad Committee and the result was as follows, viz:

Railroad Committee,—Messrs. McDougall, Bellows, Beckwith, Moffatt and Scott of Ramsay.

Mr. McDougall moved, seconded by Mr Beckwith,

Resolved,—That all documents, negotiations and arguments between the Municipality of Lanark and Renfrew, and the Brockville and Pembroke Railroad Company be published with as little delay as possible in one newspaper at least within the Municipality in order to allay the anxiety naturally felt by the people on this important subject throughout these Counties.

Council Chamber, Perth, 26th January, 1856.

Mr. Beckwith from the Railroad Committee submitted their Report, which was read as follows, viz:

To the Warden and Councillors of the United Counties of Lanark and Renfrew.

The Report of the Railroad Committee.

That your Committee submit this Report a copy of the contract entered into by the Brockville and Ottawa Railway Company with Sykes De Bergue and Company for the construction of the entire line from Brockville to Pembroke with a branch to Perth, also a mortgage from said Company to your honorable Council in common with the other Municipalities of Brockville and Elizabethtown. The perusal of the contract has afforded your Committee entire satisfaction and the mortgage appears to your Committee to secure the interests of your Council and the other Municipalities concerned. Your Committee have also listened to the statements and explanations of Messrs. Watson and Steele who appeared before your Committee on behalf of the Company; and your Committee are satisfied that the Railway undertaking is in such a state of progress as will soon require the advance by your Council of a portion of the guarantee Loan authorized by the By-law of your Council. Your Committee therefore recommend that the Treasurer be instructed to empower the manager of the Bank of Upper Canada at Quebec to receive the Debentures to be issued under said By-law, with instruction to forward them to the agent of the Bank of Upper Canada at Brockville to be there deposited subject to the order of your Council; and that in order to facilitate the payments to be made, your Warden be empowered to pay over to the Company, from time to time, in accordance with said Contract and ratably with the other Municipalities such Debentures as may be required and report what has been done, to your Council at next Session.

Your Committee would further recommend that application be made to the government to issue the said Debentures from time to time in amounts of not less than Twenty five thousand pounds as required by the Warden, but that the refusal of the Government to do so shall not interfere with the other recommendation of the Report.

All of which is respectfully submitted.—(Lost.)

(Signed,) J. T. Beckwith, Chairman,
C. L. Bellows,
John Scott,
Alex. Moffatt.

Mr. Beckwith moved, seconded by Mr. Maitland,

Resolved,—That the first Report of the Railroad Committee be now received and forthwith referred to a Committe of the Whole.

Mr. Beckwith moved, seconded by Mr Bellows,

Resolved,—That the Council do now resolve itself into a Committee of the Whole on the Report of the Railroad Committee.

The Council in Committee; Mr. Anderson in the chair.

The Council resusumed; the Warden in the chair...

Mr. McCrae moved, seconded by Mr. Gilhully,

Resolved,—That Messrs. MacMartin and Radenhurst be employed as Solicitors on behalf of this Corporation, on Railroad business and that they be instructed to examine the By-law passed by this Council granting the Loan of £200,000 for the purpose of constructing a Railroad from Brockville to Pembroke with a branch road to Perth and further to see that the provisions of the said By-law are carried out in the true intent and meaning of the same; also to guard the interests of the people of these Counties in this matter, while they will also be instructed to facilitate the construction of the said road by all means in our power consistently with the necessary protection of the people of these Counties, and that copies of all documents relating to this matter be immediately submitted for their advice.

Mr. Scott, (Ramsay,) moved, seconded by Mr. Hall, in amendment.

That Messrs. Radenhurst and Deacon, be employed as Solicitors by this Council for the purpose of examining the contract between the Brockville and Ottawa Railway Company and the contractor for the construction of the same; also to examine the mortgage presented to this Council by the aforesaid Company and any other documents connected with said Contract and mortgage.

The amendment having been put and lost, Mr. McCrae's motion was then put and carried.

Council Chamber, 28th January, 1854.

Mr. Beckwith moved, seconded by Mr. Bellows,

That the Report of the Railroad committee as read be adopted.

Mr. Stanley moved, seconded by Mr. Fraser, in amendment,

Resolved,—That this Council do now resolve itself into a Committee of the whole on the Report of the Railroad Committee now before the Council.

The Council in committee, Mr. Anderson in the chair.

The Council resnmed; the Warden in the chair.

Mr. Anderson from the committee of the whole reported verbally that the Committee had agreed that he Report of the Railroad Committee now before his Council be referred to next meeting of Council in order to give sufficient time to get legal advice taken on the contract, mortgage and other papers submitted or to be submitted to this Council in connection with the said Railroad.

Which Report having been put by the Warden to the Council for adoption was carried.

Mr. McDougall moved, seconded by Mr. Hall,

Resolved,—That the Clerk do notify Mr. Radenhurst that he is requested to correspond with the Receiver General of this Province and ascertain in what manner the Debentures to be issued under the By-law passed by this Council granting the loan to the Brockville and Ottawa Railway Company and at what time they will commence to bear interest; also to correspond with the B. & O. R. R. Co., and any other parties connected with the transaction from whom information will be required in order hat this Council may be fully informed, in all matters connected with the Railway project at the next meeting.

Council Chamber, Perth, 1st March, 1856.

Read in Council this day.

Letters from Robert Watson, Esquire, managing Director of the Brockville and Ottawa Railway to the Warden on Railway matters.

Letter from the Receiver General in reference to the Loan of £200,000 to the Brockville and Ottawa Railway Company.

Report from Thomas M. Radenhurst and Daniel MacMartin, Esquires, Barristers, on mortgage &c &c. from Brockville and Ottawa Railway Company to this Municipality.

Mr. Beckwith moved, seconded by Mr. Fraser,

Resolved,—That the Council do forthwith proceed to appoint by ballot a committee of five members on Railroads.

The yeas and nays being called for were

Yeas,—Messrs. John Scott, Motherwell, Anderderson, Moffatt, Caldwell, Beckwith, Fraser, Young, Scott, and Gilhully—9.

Nays,—Messrs. Stanley, Noonan, Burrows, Campbell, Smith, McDougall, Maitland, and Frizell—8.

The Railroad Committee was then balloted as follows, viz:

Railway Committee,—Messrs. McDougall, Fraser, John Scott, Moffatt, and Anderson.

Council Chamber, Perth, 3rd March, 1854.

Mr. Scott, Ramsay, from the Railroad Committee submitted their Report, which was read, and Mr. McDougall moved, seconded by Mr. Burrows,

Resolved,—That the Council do now resolve itself into a committee of the whole to consider the report of the Railroad committee.

The Council in Committee, Mr. Smith in the chair.

The Committee rose.

The Council in session, the Warden in the chair.

Mr. Smith, from the committee of the whole, reported progress and obtained leave to sit again in the afternoon.

Council Chamber, Perth, 2nd March 1854.—2 p. m.—Mr. Beckwith moved, seconded by Mr. Gilhully,

Resolved—That the Council do now resume as a committee of the whole on the Railroad Report.

The Council in committe, Mr. Smith in the chair.

The Council resumed, the Warden in the chair.

Mr. Smith from the committee of whole, reported verbally that the committee had adopted the Report of the Railroad Committee as follows, viz:—

To the Warden and Council of the United Counties of Lanark and Renfrew:

Your Committee on Railroads most respectfully beg leave to Report:

1st. Your Committee having carefully considered the documents referred to them, and in partfcular the report of Messrs. Radenhurst and McMartin, and the Receiver-General's letter report as follows:

2nd. Your Committee have heard the explanations and statements of the President of the Railway Company and other members of the deputation from the Company, and we feel pleasure in stating that in the opinion of your committee the contractors are men of standing and character, and the sureties men of the highest character and responsibility; and that there is every prospect of the contract being fully carried out, and the entire road constructed in accordance therewith.

3rd. Your committee would therefore recommend that every reasonable facility be given to the Company by your honourable Council in carrying out their engagements.

4th. However, as a difference of opinion exists as to the sufficiency of the mortgage security tendered by the Company in consequence of the right of way not being as yet acquired, your Committee would, as the best means of obviating that difficulty, recommend that a Mortgage should be given by the Company to the Municipalities interested upon the whole line similar to the one now presented to this Council with the amendment recommended, and that so soon as the Company shall have acquired a good and sufficient title to at least thirty miles of road way, and have executed a mortgage thereupon to the Municipality, the Warden be empowered to make advances in accordance with the contract ratably with the other Municipalitie,s and be further instructed to require mortgages from the Company upon the rest of the way from time to time, as fast as the same shall have been acquired; and your Commmittee further recommend, that if in the opinion of the Warden, it be advisable to exact any written engagement from the Company in conformity with said Contract so as the more clearly to define the rights and duties respectively of the Company and the Municipality, the Warden be empowered to enter into the same on behalf of your Council.

Your Committee would further recommend that as suggested by the Receiver-General, the Warden shall be empowered to confer with the other Municipalities and the President and Directors of the Railway Company, and arrange the date of issuing the Debentures, and that the Treasurer be instructed to empower James Bradshaw, Cashier of the Bank of Upper Canada at Quebec, to receive the debentures to be held or deposited by him as the Warden may direct, and subject to his order.

In conclusion your Committee would add that they consider Messrs McMartin and Radenhurst your legal advisers entitled to the thanks of your honorable body for the careful and able manner in which they have evidently carried out the wishes of your Council as appears from their report in respect to the different matters contained in the documents submitted to them.

All of which is respectfully submitted.

(Signed) JOHN SCOTT, *Chairman*,
ALEX. MOFFAT,
A. FRASER,
J. W. ANDERSON.

Mr. Beckwith moved, seconded by Mr. Motherwell,

Resolved,—That the report of the Committee of the whole on the report of the Railroad Committee be now concurred in.

In amendment,—Mr. McCrea moved, seconded by Mr. McDougall,

That the report of the Committee be referred back to the Railroad Committee for amendment.

The Amendment being put and lost, the original motion was then carried, and the yeas and nays being called for were,

Yeas, Messrs. Burrows, Noonan, Hall, Moffat, John Scott, Motherwell, Smith, Caldwell, Anderson, Campbell, Beckwith, Yonge, Scott, Fraser, Maitland, Gilhully and Frizell, 16.

Nays, Messrs. Stanley, McDougall and McCrea, 3.

Mr. Anderson moved, seconded by Mr. Beckwith,

Resolved,—That as suggested by the Receiver-General in his letter to the Treasurer of this Council the Warden is hereby empowered to confer with the Railway Company, and the Municipalities of Brockville and Elizabethtown, and to make such arrangements as he may deem best as to the dating nd issue of the Debentures, so that there may be as much unity and uniformity of action as possible, between this Council and the other Municipalities interested.

Mr. Scott, (Ramsay) moved, seconded by Mr. Motherwell,

Resolved,—That when the mortgage now tendered shall have been executed with the amendments suggested thereto, and so soon as at least thirty miles right of way for the Brockville and Ottawa Railway shall have been acquired by the Company, and a mortgage thereon similar to the one already tendered with the amendments thereto suggested, duly executed by the Railway, Company to the Municipalities interested, the Warden is hereby directed to advance ratably with the other Municipalities, the Debentures (to be issued under the guarantee By-law) to the Railway Company in accordance with the contract, and further, that the Warden see that from time to time as the remaining right of way is acquired by the Company, mortgages thereon be duly executed by the Company, as aforesaid.

Moved by Mr. Fraser, seconded by Mr. Scott,

Resolved,—That in the event of the Warden thinking it advisable to exact a written engagement or contract from the Railway Company with the view of more distinctly defining the rights and duties respectively of the Company and the Council respecting the advances to be made in conformity with the contract for construction, the Warden is hereby in such case empowered to execute such contract or engagement on behalf of this Council.

Mr. Moffat moved, seconded by Mr. Hall,

Resolved,—That the Treasurer be empowered to send his power of Attorney to James F. Bradshaw, Esq., Cashier of the Bank of Upper Canada at Quebec, authorzing him as agent to receive the Debentures to be issued by Government under the By-law of this Council, guaranteeing a loan to the Brockville and Ottawa Railway, and that the Treasurer at the same time do instruct the said Bradshaw to hold or deposit the same as the Warden direct and subject to his order.

The yeas and nays were called for and were,

Yeas, Messrs, Burrows, Noonan, Hall, Moffat, Motherwell, Smith, Caldwell, Anderson, Campbell, Beckwith, Maitland, Young, Scott, Fraser, Gilhully, and John Scott, 15.

NAYS,—Messrs. McDougall and Hall.—2.

COUNCIL CHAMBER, PERTH, 3rd MARCH, 1854, P. M.

Mr. Scott, Ramsay, moved, seconded by Mr. Moffat,

Resolved,—That the Warden be, and he is hereby instructed and authorized on behalf of this Council, to sign the contract presented by the Brockville and Ottawa Railway Company, and further to sign and execute the mortgages to be given by the said Company to this Council when they shall be presented, if drawn up in accordance with the understanding between said Company and this Council.

COUNCIL CHAMBER, PERTH, 19th JUNE, 1854.

The following were read in Council this morning, viz.:

Letter from the Warden of the United Counties of Lanark and Renfrew and others, to James F. Bradshaw, of the Bank of Upper Canada at Quebec, on subject of Brockville and Ottawa Railway guarantee Debentures.

Letter from the same to the Receiver-General of the Province on the same subject.

Letter from James F. Bradshaw of the Bank of Upper Canada at Quebec, to the County Treasurer on the same.

Letter from Robert Watson, Esq., managing Director of the Brockville & Ottawa Railway Company.

COUNCIL CHAMBER, PERTH, 21st JUNE, 1854.

Mr. Hall moved, seconded by Mr. Burrows,

Resolved,—That the following persons be appointed, and they are hereby appointed a Railway Committee, viz. :—Messrs. John Scott, Moffat, Fraser, Beckwith, and the mover.

There was no report from the Committe.

COUNCIL CHAMBER, PERTH, 2nd OCTOBER.

Mr. Bellows moved, seconded by Mr. Motherwell,

Resolved,—That Messrs. Beckwith, Moffat, Fraser Hall, and Noonan, be a Committee on Railroads.

COUNCIL CHAMBER, 4th OCTOBER, 1854.

Mr. Bellows from the Railroad Committee, submitted their report as follows, viz. :

The Warden of the United Counties of Lanark and Renfrew in Council assembled.

Your Committee on Railroads beg leave to report,

That your Committee has had under their consideration certain documents relating to the Brockville and Ottawa Railroad Company, and find that the proceedings thus far have been in accordance with the arrangements entered into with your Council. The sum of fourteen thousand pounds sterling in Debentures have been paid by your Warden to this date.

All of which is respectfully submitted.

(Signed) C. S. BELLOWS, *Chairman*.
ALEX. MOFFAT,
J. T. BECKWITH,
F. G. HALL,
A. FRASER,

COUNCIL CHAMBER, PERTH, 24th JANUARY, 1855.

Correspondence between the Brockville and Ottawa Railway Company and the late Warden was read.

Mr. Shaw moved, secended by Mr. McAdam,

That Alexander Fraser, John Motherwell, A. W. Playfair, John Beckwith, Esquires, and the mover, be a standing Committee for the ensuing year to take into consideration all matters respecting Railroad affairs that may be presented to them, said Committee, or a majority of them, to be called together by the Warden whenever it may be deemed advisable by him.

In amendment,

1st. Mr. McDougall moved, seconded by Mr. Hannah,

Resolved,—That the appointment of a Railroad Committee, be postponed till the last day of the present session.

In amendment.

2nd. Mr. McCrea moved, seconded by Mr. Rowan,

That this Council take no action on Railroad business until after the papers now before the Council are examined and reported upon.

COUNCIL CHAMBER, PERTH, 24th JANUARY 1854, P. M.

Mr. Beckwith moved, seconded by Mr. Toshack,

Resolved,—That the Council do now proceed to ballot for a Railway Committee consisting of five members.

The Council then balloted for a Railway Committeen, and the result was as follows, viz. :

Railway Committee,—Messrs. Shaw, Playfair, Frizell, McDougall and Fraser.

COUNCIL CHAMBER, PERTH, 27th JANUARY, 1855.

Mr. McDougall from the Railway Committe submitted their report which was read, put and adopted as follows, viz. :

To the Warden and Councillors of the United Counties of Lanark and Renfrew in Council assembled.

Your Committee to whom was referred the Documents, papers, and matters relating to the Brockville & Ottawa Railway Company for consideration, beg leave to report:—1s. That duly appreciating the magnitude and importance of the subject under consideration, we have read and considered the different papers with the utmost care and solicitude, most particularly a mortgage from the Brockville & Ottawa Railway Company to the Municipalities of Brockville, Elizabethtown, and the United Counties of Lanark and Renfrew, bearing date the sixth day of October one thousand eight hundred and fifty four. Your Committee believe this mortgage is in due form of law, but have no means of judging of the titles by which the Company hold the lands mentioned therein. One clause of the above document is as follows, " also town lot number two hundred and one in the Town of Brockville aforesaid, as especially set forth in the deed of conveyance thereof from said William Sykes to the said Company, bearing date the day and year last aforesaid subject to two mortages of five hundred pounds each to Ormond Jones." Although this seems somewhat doubtful, it may be satisfactorily explained by the Company and Contractors.

Having examined Mr. Keefer's estimates, we find as follows :

June,	£25,515	October,	£10,980
August,	17,694	November,	5,670
September,	16,326	December,	8,550

£84,735 stg.

The above estimates include works performed, materials delivered, expenditure for engineering, direction, right of way, and the station ground.

By receipts from the Company we find that the Warden of this municipality has paid the following sums :

August,	£10,000	September,	£4.500
October,	2,000	November,	1,500
December,	2,000		

£19,500 stg.

This sum added to the proportion of the other Municipalities, exceeds by a trifle forty per centum on Mr. Keefer's estimates as above.

Notwithstanding the tightness of the money market, and the deplorable loss the Contractors have sustained by the death of the late Mr. Sykes, we have reason to believe the Company is anxious to fulfil their engagements in good faith ; but from the state of the money market and the fall in Railway stock, we feel it our duty to recommend that the utmost caution and impartiality be exercised in all matters connected with the Railroad.

Your Committee beg to recommend that all accounts with the Brockville and Ottawa Railway Company be entered in a suitable book kept for that purpose, and that an account current with the Bank of Upper Canada be kept in the same book, and also that all documents and papers of importance in connection with the Railway Company be copied into another suitable book kept for that purpose.

Your Committee further recommend that the officer in charge of the books and papers, be authorized to procure the means necessary for their safe keeping and preservation.

Your Committee most earnestly recommend the appointment of the best legal adviser the County can afford.

Your Committee beg leave to suggest that the Warden do as early as convenient, correspond with the agent of the Bank of Upper Canada at Brockville to ascertain the state of their account with this Municipality.

All of which is respectfully submitted.

(Signed) JOHN L. McDOUGALL, *Chairman.*
RICHARD SHAW,
A. FRASER,
A. W. PLAYFAIR,
SUTTON FRIZELL,

Committee Room, Perth, 27th January, 1855.

Mr. McAdam moved, seconded by Mr. Moore,

Resolved,—That the Warden be, and he is hereby authorized and empowered by this Council, that as soon as the Spring opens and the snow is off the ground, that the Warden do proceed to the line of the Brockville and Ottawa Railway if necessary, and make the proper enquiry how the Company obtained the Titles of that particular part of the Railroad, which the Company have given this Council Mortgage upon. And the Warden is authorized and empowered to collect every information connected with the above named Railroad and report to this Council at its next meeting.

In amendment,

Mr. Playfair moved, seconded by Mr. Shaw,

That the Warden of this Council will make every every enquiry into the Titles of the land said to be conveyed to the Railroad Company and obtain every information that he may deem necessary, and report to this Council at the next Sitting.

The amendment having been put and lost, Mr. Playfair's motion was then put and carried.

Mr. McDougall moved, seconded by Mr. Playfair,

Resolved,—That the Clerk of this Council be, and he hereby is instructed to take charge of and keep all accounts, papers and documents relating to the Brockville and Ottawa Railway; and that he the said Clerk be further instructed to keep an account current with the Brockville and Ottawa Railway Company and the Bank of Upper Canada in a suitable Book kept especially for that purpose; and that he the said Clerk be instructed to enter in a suitable Book, kept for that purpose, copies of all important Documents connected with said Railway. And further, that the said Clerk be instructed to purchase the Books required for the purpose hereinabove mentioned, with the means necessary for their safe-keeping and preservation.

COUNCIL CHAMBER, Perth, 15th March, 1855.

The Council met this day by a special call from the Warden, dated 7th March, instant, for the purpose of taking into consideration the present position of the Municipality in relation to the Brockville and Ottawa Railway Company, and all other matters and things in connection therewith, which should be brought forward.

The Roll was called, and the following Reeves and Deputy Reeves answered, viz.:

Messrs. The Warden, (R. E. Matheson, Esq.,) Richard Shaw, William McAdam, John T. Beckwith, Alexander Fraser, John Motherwell, A. W. Playfair, John W. Tucker, Michael Stanley, James Gilhully, Sutton Frizell, John Robertson, (Drummond,) John M. Ross, John L. McDougall, John Robertson, (McNab,) James Hannah, James Smith, John Rintoul, Alexander Moffat, John Conboy, Greville Toshack, and Gerrard McCrea.

The Warden having taken the chair and explained to the Council his object in having called the members together at this time, recommended a Railway Committee to be appointed forthwith to enquire into the present position of Railway affairs between this Municipality and the Brockville and Ottawa Railway Company, and report to the Council thereon.

Mr. Toshack presented a Petition from the Municipality of Ramsay, in reference to the Brockville and Ottawa Railway.

Mr. Shaw moved, seconded by Mr. McAdam,

Resolved,—That this Council do now proceed to ballot for a Railroad Committee of five members, giving said Committee power to call upon all parties for information that they may deem necessary.

The Committee was then balloted for, and is as follows, viz.:

Railway Committee,—Messrs. Shaw, Playfair, McDougall, Robertson, (McNab,) and Moffat.

Mr. Shaw moved, seconded by Mr. Playfair,

Resolved,—That the Railway Committee be empowered to employ a legal adviser to assist them in matters connected with the Brockville and Ottawa Railroad.

COUNCIL CHAMBER, Perth, 16th March, 1855.

Mr. Shaw from the Railway Committee presented their Report, which was read, and at seven o'clock, P. M., the Council adjourned to ten o'clock, A. M., to-morrow, for its further consideration.

COUNCIL CHAMBER, Perth, 17th March, 1855.

Mr. Beckwith moved, seconded by Mr. Robertson, (McNab,)

Resolved,—That this Council do now resolve itself into a Committee of the whole, on the Railroad Committee's Report.

The Council then went into Committee with Col. Fraser in the Chair.

At half-past one o'clock, the Committee rose, reported progress and obtained leave to sit again in the afternoon.

The Council then adjourned to half-past two o'clock in the afternoon.

COUNCIL CHAMBER, 2½, Perth, March 17th, 1855.

The Council in Committee, Col. Fraser in the Chair.

The Committee rose, and the Council resumed with the Warden in the Chair.

Col. Fraser from the Committee of the whole, reported the Railway Committee's Report as amended in Committee.

Mr. Playfair moved, seconded by Mr. McDougall,

Resolved,—That this Council do now proceed to ballot for the Select Committee recommended in the Railroad Report, said Committee to consist of two members of the Council to act conjointly with the Warden.

The Committee was then balloted for, and Messrs. Shaw and McDougall were the members elected, to act conjointly with the Warden on Railroad matters, and their names were inserted in the Railroad Report.

The Report of the Railroad Committee as amended, and the blank filled up, was then put and adopted, as follows, viz:

To the Warden and Municipal Council of the United Counties of Lanark and Renfrew in Session assembled.

Your Committee appointed to take into consideration matters connected with the Brockville and Ottawa Railway, and the United Counties of Lanark and Renfrew, beg leave to report as follows:—

1st. That they have examined with much care and as far as practicable all documents and papers laid before them in connection with said Railway.

2nd. Upon examination of the contract, they observe that the Contractors Messrs. Sykes, DeBergue & Company, are to receive for the formation of a first class Road, with all appurtenances, &c., &c., from Brockville to Pembroke, with a Branch to Perth, the Sum of £960,000 Stg., which sum was to be made up in the following manner:—

Municipal Bonds,	£310,000 stg.
Company Bonds or Debentures,	310,000
Shares or Stock in said Company,	340,000
	£960,000 stg.

The Municipal Bonds are apportioned between the Municipalities of Lanark and Renfrew, Brockville and Elizabethtown, as follows:

Municipality of Lanark and Renfrew,	£200,000
" Brockville,	100,000
" Elizabethtown,	50,000
	£350,000

By a clause in the Contract, it appears that the sum of ten per cent is deducted from the amount of work done and certified by the Supervising Engineer, till said sum, so deducted, amounts to Fifty Thousand Pounds, which sum is retained till completion of Contract. Ten Thousand Pounds is however retained for twelve months after completion of said Contract.

That the proportion to be advanced by the several Municipalities, is in proportion to Forty per cent. to the amount certified by the Supervising Engineer, after ten per cent has been deducted from the amount so certified by the Supervising Engineer, which is about 36 per cent. on the whole amount certified by the Supervising Engineer.

That the Supervising Engineer be requested to furnish a detailed statement of the work performed during each month; said statement to accompany each application the Council for issue of Debentures. And also to the details upon which his estimates have been made upon the work alrea7y performed And that he be requested to furnish vouchers of the deliver of any materials to the Contractors; Copies of said vouchers to be furnished to the Railway Committee of this Council from time to time as required by them.

In examining the different items in the Estimates furnished this Council, which from part of the Report marked "A." (see post.) they observe the following charges:

Right of way, 42 miles at £150	£6,300
Station Grounds,	5,800

These items may be correct, and your Committee have no valid reason to doubt but what they are, but to your Committee, the items of such expenditure, seem large, as however no vouchers or detailed statements are before them, they refrain from making any further comment.

Your Committee beg leave to lay before this Council a "pro rata" statement of the estimated cash price of cost of said Road per mile, another price to be paid per mile to Messrs. Sykes De Bergue & Co., for construction and completion of said Road, said statement marked "B," (see post.)

They also submit a letter marked "C." [see post] received from George S. McLean, Town Clerk of Brockville, covering Resolution passed by Municipality of Brockville appointing a Committee to consult with Committees to be appointed by the Municipalities of Elizabethtown and of Lanark and Renfrew respecting present position of affairs between the several Municipalities and the Brockville and Ottawa Railway. And with a view of assisting in carrying out the tenor of said resolution, your Committee would recommend that Richard Shaw and John Lorn McDougall, Esquires, together with the Warden be a Committee appointed to consult upon all matters relating to said Brockville and Ottawa Railway, with the Committees appointed or to be appointed by the Municipalities of Brockville and Elizabethtown. And that it be instructions to said Committee to decide upon the place of meeting of said several Committees and course of action to be pursued previous to the issue of any more Debentures by the Warden of this Municipality. Your Committee however recommend, that no delay should occur in the meeting of the several Committees whereby the work upon said Road may be impeded.

Your Committee also beg leave to lay before your Council the Report marked "D," of the Warden, laid before your Committee and recommend this Council to give said Report every due attention. Said Report seems to have been concocted with due diligence and care, and your Committee take pleasure in expressing their approbation of the conduct of the Warden, during the recent recess.

Your Committee beg leave to lay before this Council the following entries, viz.:

Salary of Officers and Office Disbursements	£4,500
Preliminary Expenses	5,000
Interest,	4,000
	£13,500

As your Committee are divided as to the propriety of these entries being made so as to form a basis upon which, the proportion of 40 per cent is demanded from the different Municipalities they therefore leave this matter for the decision of this Council.

With reference to the Petition from Ramsay respecting the Brockville and Ottawa Railway, laid before your Council; your Committee would state, 1st. The course your Committee have recommended will cover the suggestions contained in said Petition. 2nd. Respecting the line of Road through the Township of Ramsay, your Committee are not aware that this Council have any power to influence the line of Road through said Township of Ramsay, as the Contract does not bind the Contractors to any particular line of Road between any two points.

Your Committee would recommend that documents marked "A," "B," "C," and "D," as also the Report of this Committee be published in the Newspapers in the Counties, with a view of giving the inhabitants of these United Counties a full and lucid explanation of the affairs and matters connected with this Municipality and the Brockville and Ottawa Railway.

Your Committee in conclusion would state, that in drawing up this Report they have not been influenced by any factious opposition, nor with a desire to throw any impediments in the way of the early completion of the Road, but with a view to ascertain as far as possible the true position of the affairs of the Company, Contractors and several Municipalities. Their earnest desire is that the Road should prosper as speedily as possible, as the completion of a work of so great magnitude would be a great boon to this part of the country by opening up and developing the resources of this part of Canada.

All of which is respectfully submitted.

[Signed RICHARD SHAW *Chairman.*
J. L. McDOUGALL,
JOHN ROBERTSON,
A. W. PLAYFAIR,
ALEX. MOFFAT.

COMMITTEE ROOM, Perth, 16th March, 1855.

Letter "A" referred to in the foregoing Report of the Railroad Committee.

ESTIMATE No. 1, MAY 31st, 1854.

Description of Work.	Sterling.	Payable.
Preliminary Expenses, Salaries of officers, and office charges,	£5,000	
30 miles right of way, £200	6,000	
60 " location survey, £60	3,600	
70 " Preliminary do made, £20	1,400	
30 " Clearing, £50	1,500	
5 " Grubbing, £100	500	
45 " Sleepers, £130	5,850	
3 " Grading, £1,500	4,500	

	£28,350	
Less 10 per cent.	2,835	
		£25,515

No. 2. JULY 31st, 1854. ESTIMATE.

Right of way, 33 miles	£ 7,260	
Grubbing and Clearing 50 do.	£100 5,000	
Grading completed, 14 do,	£1,500 21,000	
Sleepers, 45 miles,	£150 6,750	
Engineering, including preliminary surveys, &c., 40 miles,	£150 6,000	
Salaries of officers and office disbursements,	2,000	
	48,010	
Deduct Estimate No. 1,	28,350	
	19,660	
Less 10 per cent.	1,965	
		17,694

ESTIMATE No. 3, AUGUST 31st, 1854.

Right of Way, 41 miles,	£150 6,150	
Station Grounds,	4,000	
Grubbing & Clearing, 50 miles,	£100 5,000	
Grading completed, 20 do,	£1300 26,000	
Sleepers provided and stacked, 45 miles,	£200 9,000	
Engineering, including preliminary and location surveys, &c. for construction,	8,000	
Salaries for officers and office disbursements,	3,000	
Preliminary expenses prior to date of Contract,	5,000	
	66,150	
Deduct 10 per cent.	6,615	
	59,535	
Previous Estimate,	43,209	
		16,326

ESTIMATE No. 4, SEPTEMBER 30th, 1854.

Right of way, 42 miles,	£150 6,300	
Station Grounds	5,800	
Clearing & Grubbing, 54 miles,	£100 5,400	
Grading completed, 25 do,	£1300 32,500	
Sleepers provided and stacked, 45 miles,	£200 9,000	
Culverts, drains and road crossings	900	
Tunnel,	1,250	
Engineering, including preliminary survey and construction,	8,800	
Salaries of officers and office disbursements,	3,400	
Preliminary expenses previous to contract,	5,000	
	£78,350	
Deduct 10 per cent.	7,835	
	70,350	
Previous Estimate,	59,535	
		10,990

ESTIMATE No. 5, OCTOBER 31st, 1854.

Right of Way, 42 miles,	£150 6,300	
Station Grounds,	5,800	
Clearing and Grubbing, 54 miles,	£100, 5,400	
Grading Completed, 30 miles,	1300 36,000	
Sleepers, 45 do,	£200 9,000	
Culverts, Bridges and Road crossings,	1,250	
Tunnel,	2,500	
Engineering including preliminary and for construction,	9,600	
Salary of officers and office disbursements,	3,800	
Preliminary Expenses previous to contract,	5,000	
	84,650	
Deduct 10 per cent.	8,465	
	76,185	
Previous Estimate,	70,515	
		5,670

ESTIMATE No. 6, Nov. 30th 1854.

Right of Way, 42 miles,	£150 6,300	
Station Grounds,	5,800	
Clearing and Grubbing 54 do,	£100 5,400	
Grading completed, 33 do,	£1,200 39,600	
Sleepers provided and staked, 45 miles	£200 9,000	
Culverts, Bridges and Road crossings,	1,750	
Tunnel,	3,500	
Engineering including preliminary and for construction,	9,800	
Salaries of officers and office disbursements	4,000	
Preliminary Expenses previous to contract,	5,000	
Interest,	4,000	
	94,150	
Deduct 10 per cent.	9,415	
	84,735	
Previous Estimate,	76,185	
		8,550

ESTIMATE No. 7, JANUARY 31st, 1855.

Right of Way, 42 miles,	£150 6,300	
Station Grounds,	5,800	
Clearing and grubbing, 54 do,	£100 5,400	
Grading completed, 34 do,	£129 40,800	
Sleepers provided, 51 do,	£200 10,200	
Culverts, Bridges and Road crossings,	2,000	
Tunnel,	5,000	
Engineering including preliminary Expenses and for construction,	10,000	
Salaries of officers and office disbursements,	4,500	
Preliminary Expenses previous to Contract,	5,000	
Interest,	4,000	
	99,000	
Deduct 10 per cent.	9,900	
	89,100	
Previous Estimate,	84,735	
		4,365

Letter "B" referred to in the Report of the Railway Committee.

Brockville, September 12th, 1854.

To the President and Directors of the Brockville and Ottawa Railway Company:—

GENTLEMEN,—In making the monthly advances to your Contractors it becomes necessary in order that they may be fair and equitable that there should be an apportionment of the contract price upon the several items of expenditure past and future constituting the entire cost of the Railway,

There cannot certainly be any objection made to having the Estimate based on the contract price. In many agreements of this kind it is usual to have

a Scale of prorata prices embodied in the contract for the purpose of facilitating the making advances upon the work during its progress.

The works upon your Railway have now arrived at that stage where it appears advisable, that the price of each item of expenditure in relation to the contract price should be established and confirmed by your authority.

A fair distribution of the contract price upon the several items of cost may be made in the following manner:—

1st. The contract price for the whole line from Brockville to Pembroke including the Perth Branch is £960,000, stg., fully completed and ready for use.

2nd. The length of the main line and its Branch is 130 miles.

3rd. From this data is derived the cost per mile £7,400, Stg., nearly.

4th. The estimate cost per mile of the same line if paid in current money and finished as the Contract requires is about 6,200, Currency. The several items of this estimate are given in the annexed Schedule.

5th. Therefore in order to apportion the prices, As the estimate cash cost per mile £6,200, Currency, is to the contract price per mile £7,400, Stg.; so is the cash cost of each item in the Estimate, to the Sterling price of the corresponding item in the Contract.

6th. In this manner I have arrived at the apportionment of prices given in the annexed Schedule in which are embraced twenty-one different items comprehending every possible expenditure and contingency connected with the construction and equipment of the Railway.

This Schedule of prices is respectfully submitted for your consideration and approval with the view of obtaining approved data for my future guidance in examining and certifying the contractors Estimates.

I have the honor to be,
Gentlemen,
your most obedient Servant,
(Signed,) SAMUEL KEEFER,
Supervising Engineer.

BROCKVILLE AND OTTAWA RAILWAY.—SCHEDULE OF PRORATA PRICES.

ITEMS.	ESTIMATE CASH VALUE IN Currency.	CONTRACT PRICE Sterling.
1. Engineering	£200	£230
2. Direction office expenses and Contingencies,	100	110
3. Interest Acct,	210	250
4. Right of way,	130	150
5. Station Lands,	130	150
6. Fencing,	160	180
7. Clearing and Grubbing,	80	100
8. Road Crossings, Drains and Culverts,	100	120
9. Grading,	1,000	1,300
10. Tunnel,	200	230
11. Les Cheneaux,	170	200
12. Bridges,	200	230
13. Ballasting,	400	460
14. Ties,	175	200
15. Distribution of Rails and laying Track,	175	200
16. Rails, Spikes and chairs delivered at Brockville,	1,560	1,850
17. Rolling Stock and Tools,	750	900
18. Station Buildings,	260	300
19. Machine Shops and Infirmary,	50	60
20. Turntables, Switches, and Cranes,	50	60
21. Wharves at Brockville and Pembroke,	150	120
	£6,200	£7,400

Letter "C" referred to in Railway Committee's Report.

Brockville, 2nd February, 1855.

SIR,—The following is a correct copy of a Resolution passed last evening by the Town Council of Brockville, which I am directed to enclose to you:—

Moved by Mr. Peden, seconded by Mr. Hunter,

"That in order to ensure a speedy and satisfactory fulfilment of the contract entered into between the Municipalities of the Town of Brockville, the Township of of Elizabethtown, the United Counties of Lanark and Renfrew, the Brockville and Ottawa Railway Company and Sykes DeBergue & Co., for the completing of said Railway.

"Be it therefore resolved and it is hereby resolved; That a Committee of Three be appointed to correspond and act with Committees which may be appointed for a similar purpose by the Township Council of Elizabethtown and the County Council of the United Counties of Lanark and Renfrew. Said Committee to consist of W. B. McLean, A. Ponlton, and Robert Fitzsimmons; and that the Clerk forward a certified copy of this Resolution to the Warden of the said United Counties and the Reeve of the Township of Elizabethtown."

I have the honor to be,
Sir,
Your obed't Serv't,
(Signed,) GEO. McLEAN,
Town Clerk.

R. E. Matheson, Esq.,
Warden.

Letter "D" referred to in the Railway Committee's Report.

To the members of the Municipal Council of the United Counties of Lanark and Renfrew,

GENTLEMEN,—In summoning you this day to a Special meeting for the purpose of taking into consideration the present position of the Municipality in relation to the Brockville and Ottawa Railway Company; I deem it my duty to lay before you my reasons for doing so, with such suggestions as I think may assist you in accomplishing the purpose for which we have met.

Shortly after the breaking up of the last meeting of your Body, an estimate was furnished to me by the Brockville and Ottawa Railway Company of work &c., stated to have been performed by Messrs. Sykes DeBergue & Co., in fulfilment of their Contract on the Railroad during the months of December and January last, demanding £1,000, Sterling in Debentures as the portion accruing thereon from this Municipality. Having heard that Brockville and Elizabethtown declined to issue the Debentures upon the estimate furnished to them for the same period; I proceeded to Brockville to know if such was the case; having ascertained from members of the Brockville Town Council, that this was their intention, unless the proceeds were applied in a certain manner, viz: to payment of Mr. Booth on work done on the Tunnel in the town of Brockville, I have intimated to the Directors that I considered it my duty to withhold the proportion accruing from these Counties until the others issued theirs; how-

ever, not having taken the entire responsibility of retaining the Debentures, I issued my order for one half of the estimates, reserving the matter for the consideration of the present Special meeting of Council.

Since I visited Brockville the town Council there have held a meeting and voted £500 Sterling on the Estimate, stipulating that the money should be paid to Mr. Booth and not to Sykes DeBergue & Co., of which I have no official intimation, but I give it on the authority of the Brockville *Recorder* Newspaper, reputedly in the confidence of the Company and I have no doubt the statement is as represented by it.

Under these circumstances I consider it the duty of this Municipality to weigh the matters carefully and assume no responsibility which our co-mortgagees refuse to take, as the issuing of Debentures under such conditions is a virtual assertion of want of confidence in the Contractors for the road, whether as to their capability to proceed with work according to agreement or otherwise, I am not prepared to say; but at any rate the subject requires investigation which I am satisfied it will receive impartially at your hands.

As a synopsis of my own views on the question, I beg to submit the following suggestions in view of effecting the desired end.

1st. The appointment of a Select Committee of your Body to examine the Contract, mortgages and all documents connected with the Road, in possession of the Council, having special reference to the estimates submitted since your last meeting.

2nd. To recommend to this Council certain members as a Sub-committee to meet and confer with similar ones appointed or to be appointed by the Municipalities of Brockville and Elizabethtown in relation to the Road.

3rd. To prepare such instructions for their guidance as the Committee shall deem necessary, subject to the approval of the Council; with a discretionary power to act in the name of the Council.

I think by this means a mutual understanding and simultaneous action would be brought about between the three Municipalities interested, as to the issuing of the Debentures and by their instituting a careful supervision of the affairs of the Road, will place matters in a more reliable position than at present, and I am of opinion be the means of bringing about a better understanding between the Directors of the Company and the Municipalities and what is more to be desired a more speedy and satisfactory completion of the Road throughout than might otherwise be.

Yours, &c.,
(Signed), R. E. MATHESON,
Warden, L. & R.

Mr. Beckwith moved, seconded by Mr. Moffatt,

Resolved,—That the Clerk of this Council be instructed forthwith to write to the Reeve of Elizabethtown and the Mayor of Brockville informing them of the appointment of a committee to confer with them on matters connected with the Brockville and Ottawa Railway.

Mr. Toshack moved, seconded by Mr. Shaw,

Resolved,—That in as much as the Municipality of the Township of Ramsay has petitioned this Council in relation to the route of the Brockville and Ottawa Railway through said Township, setting forth that said route, is not the one that had been represented to them by the advocate of the Road as the route that would be adopted, Resolved that the Clerk do draft a copy of said petition and forward said copy to the contractors Messrs. Sykes DeBergue & Co., with the recommendation of this Council urging the prayer of the petition to their favorable consideration.

COUNCIL CHAMBER, Perth, June 18th, 1855.

Mr. McAdam moved. seconded by Mr. Ross,

Resolved,—That a Railroad Committee be ballotted for, consisting of seven members, with power to call for persons and papers and to report to this Council during the present Session and that the 24th Rule of this Council be suspended for such purpose.

The following:

Railroad Committee,—Was then ballotted, viz: Messrs. Shaw, Fraser, Playfair, Frizell, McDougall, Moffatt and McAdam.

COUNCIL CHAMBER, Perth, June 21, 1855.

Mr. McDougall from the Railway Committee submitted their Report which was read seriatim, the 1st clause was read and adopted, the second clause having been put the Council divided upon it and it was carried.—The yeas and nays were called for and were as follows, viz:—

Yeas,—Messrs. McMartin, Tucker, Robertson, (Drummond,) Ross, Conboy, Frizell, Rowan, Gilhully, McAdam, McDougall, Fraser, Playfair, Shaw, Toshack and Stanley—15.

Nays,—Messrs. Hannah, Smith, Motherwell, Moffatt and Beckwith—5.

The 3rd clause was amended by Mr. Shaw, seconded by Mr. Toshack.—The remaining clauses were then carried and the Report was adopted as follows viz:

To the Warden and Councillors of the United Counties of Lanark and Renfrew in Council assembled.

Your Committee appointed to examine the papers and documents relative to the affairs of the Brockville and Ottawa Railway Company and contractors beg leave to Report.

1st. That they have carefully examined the Report of the Joint Committee, composed of Committees appointed by the Municipality of Lanark and Renfrew, of Elizabethtown and the town of Brockville to enquire into the affairs of the Brockville and Ottawa Railway Company and the Contractors.

First question put by by the above Committee to the Managing Director was "the names of the Shareholders, the amount of stock held by each and the amount paid on the same."

Answer—I cannot furnish you with that information without an order from the Directors.

By the refusal of the managing Director to answer the above question, your committee have no means of ascertaining what stock has been subscribed or paid up by the Company.

Second—Your Committee beg to direct your attention to the following copy of a resolution passed by the Board of Directors of the Brockville and Ottawa Railway Company on the 13th instant.

Moved by Robert Bell, Esq., seconded by the Honourable James Morris, and

Resolved,—That the Contractors having failed to make provision for the payment of the Interest on the Municipal Loan Fund Debeniures, due 1st July, the Municipalities be requested to advance the Company the sum of £2550 besides the Coupons on the Bonds now in Bank and charge the same to the Company as part of their respective Loans.

From the foregoing Resolution and other reasons, your Committee conceive that the Contractors have failed in the execution of their Contract with the Brockville and Ottawa Railway Company, and the

Company will act contrary to the understanding which exists between them and the Municipalities, if they do not pay regularly the interest and Sinking Fund on all the Debentures advanced to them.

Your Committee recommend that no advances whatever be made to the said Company except in strict accordance with the true intent and meaning of the By-law, but your Committee being most anxious that the credit, honour and integrity of the Counties of Lanark and Renfrew shall be upheld recommend that the Warden be authorized to adopt such ways and means as may appear to him expedient to pay all just demands against the Municipality [in connection with the Railway] till the next meeting of your Council.

Your Committee have examined the following letter from the Secretary of the Brockville and Ottawa Railway Company, dated 14 h instant:—"Herewith you will receive Copy of Resolutions passed by the Board of Directors at a Special Meeting, also Estimate in detail to complete the Road to Carleton Place. You will observe the item £37,600 for rolling Stock, embraces 10 Locomotives, 12 Passenger Cars and 60 Freight and Lumber Cars. I will be glad to hear from you after the meeting of your Council."

Your Committee are at a loss to comprehend, why this document has been transmitted to the Warden, as the matter contained in said letter is entirely foreign to the question at present at issue.

Your Committee beg to draw your earnest attention to the following letter from the Receiver General:

Receiver General's Office, Quebec, March 21, 1855.

"Sir,—I have the honor to inform you that under the Consolidated Municipal Loan Fund Act, the Municipality of Lanark and Renfrew, is bound to pay into the hands of the Receiver General the sum of £1946 13s 4d, being six months interest ending 30th June 1855 at 8 per cent per annum on 48,666-13s 4d, currency, loaned under provisions of said Act to said municipality. I have therefore to request that you will be pleased to deposit the said amount to my credit at the agency of the Bank of Upper Canada, if there is one in your locality and if not in any other chartered Bank and transmit Deposit Certificate of same to this Department."

[Signed,] E. J. Tache,
R. G.

T. M. Radenhurst, Esq., *Treasurer.*

To meet the above demands your committee regret that they see no alternative but to recommend that the Treasurer exercise the power vested in him by the Municipal Loan Fund Act, Section Sixth.

But your committee trust that the Government will not deem it necessary to enforce payment at the expiration of three months from the 30th June, instant of the amount of interest now due, when they are made aware of the steps taken by this Council for its payment and also for the prompt payment at maturity of the interest which will be due in January next.

Your Committee beg leave to submit a statement of interest accrued and accruing against this Municipality, the seperate items connected therewith, and when it has to be provided for by this Municipality.

Amount of Debentures issued by this Municipality £20,323 6s. 8d, currency, upon which there is accruing interest at 8 per cent, that is 6 per cent interest and 2 per cent for sinking Fund—six months, at 8 per cent, £973 6 8

There is also accruing interest at the same rate upon £20,000 or £25,333 6 8, currency. at present deposited in agency of Bank of Upper Canada, Brockville—6 months at 8 per cent, £973 6 8

Less 6 per cent interest on coupons attached to the bonds and which the Treasurer will transmit to the Receiver General, £717 10 1 — 255 16 7

Amount to be provided by United Counties of Lanark and Renfrew to meet demand due 30th June, 1855, 1229 3 3

Amount to be provided by United Counties of Lanark and Renfrew to meet demand due 30th December, 1855, 1228 3 3

Amount to be raised by taxation upon inhabitants of Lanark and Renfrew for the year 1855, 2458 6 6

All of which is respectfully submitted.

[Signed] J. L. McDougall, Chairman,
A. W. Playfair,
A. Fraser,
Alex. Moffatt,
William McAdam,
Sutton Frizell,
Richard Shaw,

Committee Room, 21st June 1855.

Report of the Sub-committee on Railroads.

To the Warden and Councillors of the United Counties of Lanark and Renfrew in Council assembled:—

We the members of the sub-committee deputed by your honorable Council to meet and confer with similar committees appointed by the Municipalities of Brockville and Elizabethtown to examine into their respective positions in relation to the Brockville and Ottawa Railway, beg to report.

That we had the honour to meet with other Committees at Brockville shortly after the close of your special Session in March last and proceeded forthwith to the purpose for which they had met and as the result of the investigations beg to submit the accompanying Report and other documents connected.

[Signed,] R. E. Matheson,
Richard Shaw,
J. L. McDougall,

Council Chamber, Perth, 18th June, 1855.

Report of the Committee composed of the several Committees appointed by the Municipal Council of the United Counties of Lanark and Renfrew, the Municipal Council of the Township of Elizabethtown and the Town Council of the town of Brockville respectively, to act conjointly upon matters connected with the Brockville and Ottawa Railway.

The Committe reports as follows, that conceiving the proper organization of themselves to be their first duty in order to carry on their business with efficiency a meeting of the several Municipal Committees was held in Brockville on the 20th March last and on motion Roderick E. Matheson, Esq., Warden of Lanark and Renfrew, was chosen chairman and Worship B. McLean, Esq., of Brockville, Secretary.

To make enquiry into the position of affairs of the Railway Company, the progress of the work and the value of the securities given to the Municipal councils for the moneys loaned, the committee felt to be their next duty. The committee therefore passed the following resolution:—

Moved by Mr. McDougall, seconded by Mr. Peden,

Resolved,—Thatin order to carry out the object for which this committee was appointed by the several Municipalities to which they respectively belong, the Warden Messrs. Shaw, McClean, and the mover be and are hereby appointed a Sub-committee to obtain information from the managing officers of the Brockville and Ottawa Railway Company upon the following items :—

1st. The names of Shareholders, the amount of Stock held by each and the amount paid in thereon, and whether in cash or how otherwise.

2nd. The amount of cash paid by the Directors to Sykes DeBergue & Co.

3rd. The amount and nature of bonds issued by the Company and how disposed of.

4th. A detailed statement and list of lands purchased by the Company for right of way, station grouud, &c., and the amount paid for such rights and property severally.

5th. The extent and nature of the liabilities of the Company for services performed upon or in connection with the Brockville and Ottawa Railroad.

6th. A detailed statement of all property real and personal upon which securities by mortgage have been given for the advance already made.

7th. Statement in detail of £4,500 paid for salaries of officers and office disbursements.

8th. Statement in detail of £5,000 paid for preliminary expenses previous to contract.

9th. Statement in detail of £4,000 paid for interest.

10th. Have the Directors or any person for them had any correspondence with Mr. DeBergue or other person in his behalf in which it is denied, that any partnership whatever exists between Mr DeBergue and William Sykes.

11th. Statement upon all other matters in connection with the Railway which the Committee may desire for the information of the Municipalities.

The following are the answers given, signed by Mr. Watson.

Question No. 1,—The names of Shareholders, the amonnt of Stock held by each and the amount paid thereon and whether in cash or otherwise.?

Answer,—I cannot furnish you with this information with out an order from the Board of Directors.

Question No. 2,—The amount of cash paid by he Directors to Sykes, DeBergue & Co.?

Answer,—The amount of cash paid to them up to this date is thirty-five thousand pounds, sterling, (in government Debentures.)

Question No. 3,—The amount and nature of the Bonds issued by the Company and how disposed of?

Answer,—Twenty-six thousand seven hundred pounds, sterling in 2nd class bonds paid to Messrs. Sykes DeBergue & Co.

Question No. 4,—A detailed statement and list of lands purchased by the Company for right of way, station grounds &c., and the amount paid for such rights and property severally?

Answer,—The land purchased for right of way and station grounds are separaiely stated in the two mortgages given by this Company to the Municipalities, a list of which was handed to the Counties' Council of Lanark and Renfrew, another list will be handed to the Committee so soon as it can be prepared. The amount paid for the lands, does not concern the Company; it being the Contractors duty to furnish the lands as per contract. The Company have no official knowledge of the amount paid for these lands.

Question No. 5,—The extent and nature of the liabilities of the Company for securities performed upon or in connection with the Brockville and Ottawa Railway?

Answer,—The salaries of the officers as stated in the contract, the second class bonds of the Company already referred to, and a small amount due the Bank, not exceeding one thousand pounds, besides about £800, sterling, not received from the Municipalities due last Estimate.

Question No. 6,—A detailed statement of all property real and personal upon which securities by mortgage have been given for the advance already made?

Answer,—The real property is described in the mortgages. The personal property consists of 107,000 Ties, Tunnel materials for superstructure and Bridging.

Question No. 7,—Statement in detail of £4,500 paid for salaries of officers and office disbursements?

Answer,—Mr. Keefer has deducted from the contract price a meleage per centage to cover this item. Sykes DeBergue & Co. assume the payment of the Salaries in the Contract and allowance has been made them accordingly in the Estimates.

Question No. 8,—Statement in detail of £5,000 paid for preliminary expenses previous to contract?

Answer,—Cannot give a detailed statement. Mr. Keefer allowed this amount to cover these expenses, which are necessarily attendant upon an expensive contract like the present.

Question No. 9.—Statement in detail of £4,000 paid for interest.

Answer,—Sykes DeBergue & Co. are by the Contract bound to pay the interest on the Government Bonds, the 2nd class bonds and all other interest during the construction; Mr. Keefer has allowed a mileage per centage to meet this deducted from the contract.

Question No. 10,—Have the Directors or any person for them had any correspondence with DeBergue or any other person in his behalf, in which it is denied that any partnership, whatever exists between Mr. DeBergue and William Sykes?

Answer,—No.; on the contrary the only letter received from Mr. DeBergue makes no allusion to any such fact.

Question No. 11,—Statement upon all other matters in connection with the Railway, which the Committee may desire for the information of the Municipalities?

Answer,—The Committee will specify in writing what further information they require and it will be given if possible.

(Signed,) ROBERT WATSON,
Managing Director,
Brockville and Ottawa Railway.

Your Committee upon reading these answers and finding them so evasive and disatisfactory concluded that the euquiry might and in all probability would be spun out to an interminable length through a written correspondence they therefore to facilitate matters unanimously passed and forwarded the following resolution to Mr. Watson :—

Moved by Mr. Shaw, seconded by Mr. McDougall,

That as the answers given by Mr. Watson the managing Director of the Brockville and Ottawa Railway Company to the several questions submitted by the joint Committee, appointed by the several Municipalities are not full and satisfactory as they would desire, the Committee are of opinion it would be better if Mr. Watson appeared personally before the Committee and give them information upon all matters in relation to the Railway and its progress; and that he be requested to attend forthwith at Mr. Wilson's Hotel.

In compliance with which Mr. Watson accompanied by Mr. Samuel Keefer the Supervising Engineer (to whom it was intimated that the Committee would require him to appear before them during their sitting,) and by Mr. Steele the Solicitor of the Company.

Mr. Keefer then stated that he was at liberty to give all information in his possession relating to the Railway, and to make a clean breast of it, but would rather be confined to subjects which belonged to him professionally. The Committee then deferred making enquiries of Mr. Keefer as he was anxious to leave town on professional business.

The following questions were put in writing to Mr. Watson, as that was the preferable course, who to each one as submitted wrote the following answer.

1st. Mr. Watson are you in possession of any facts upon which you could have furnished more satisfactory answers to the questions put to you by the Committee?

Answer,—I cannot give you any information on the several questions proposed to me, so far as they relate to the private busiuess of the Contractors, but only so far as they relate to the business between the Company and Contractors.

2nd. Have Messrs. Sykes DeBergue & Co. an acting agent resident here?

Answer,—They have no regular agent here, in the absence of the members of the Firm. I attend to the management of any business which requires to be transacted.

3rd. With whom of the Contractors do you as acting manager of the Brockville and Ottawa Railway Company treat in matters connected with affairs of the Contractors?

Answer,—Hitherto with Mr. William Sykes, he being the resident partner in the country.

4th. Does your position as managing Director in any way conflict with that of agent for the Contractors, or in other words, are you at as full liberty to protect the interests of the Company as if you were not such agent?

Answer,—I consider my appointment to be entirely independent of the Contractors, being appointed by the Company, my interests and duty are to protect the interests of the Company.

5th. Have you from the knowledge you possess an entire confidence in the capability of Sykes DeBergue & Co. to complete the Road.?

Answer,—From the letter recently received from Mr. DeBergue, I have every reason to believe that the Contractors have made such arrangements as will enable them to complete the Contract.

6th. Have you made any contracts for the purchase of any real or personal property for the use of the Road, in what capacity did you make such contracts? and what were the particulars of such contracts?

Answer,—I have purchased lands for the coutractors and transacted business for them of various kinds; such as arranging for fencing, ties &c. to oblige and assist them in the prosecution of their work.

7th. Have you any authority in your capacity of agent for Messrs. Sykes DeBergue & Co. to make any payments of money to sub-contractors under them? and have you made any such payments?

Answer,—I have occasionally made payments to sub-contractors at the request of Sykes, DeBergue & Co.

8th. What is the cash value of the property mortgaged to the Municipalities free from incumbrances?

Answer,—I cannot give the cash value of the property mortgaged; that pertains entirely to the contractors as already stated.

9th. Have you any further information to give, which will shew the Municipalities that their interests have been carefully protected by the Directors?

Answer,—No.

Your Committee think right to state that there appeared to be on the part of Mr. Watson a very great unwillingness to give a fair statement of the true position of the affairs of the Railway; any one knowing the capacity in which he has acted and the advantages he undoubtedly has had of being possessed of every fact, act and movement, connected with the Road, cannot help but see from his answers, that such has indeed been the case. It had been stated that your Committee would be unable to get any satisfactory information, which up to this time was but too true; and in consequence they felt it to be their duty to pass the following resolution which was adopted ananimously.

Moved by Mr. McDougall, seconded by Mr. Peden,

Whereas, the Railway Committee appointed by the several Municipalities loaning moneys to the Brockville and Ottawa Railway Company have used their best endeavours to obtain full and detailed information relative to the affairs of that Company and of the Contractors from the executive officers of the Company and having failed so far in that respect; tt is unanimously resolved that the said Committee recommend the Municipalities to withhold for the present further advances of Debentures, which in all likelihood may be applied for until by a full and open exposition of the affairs of the Company they can feel justified in reporting favourably upon the sufficiency of the securities and upon the prospects of the work being carried to a successful completion. A copy of which was forwarded to the different Councils.

Having spent several days in attention to these matters and in seeking for information it was determined for the purpose of carrying on the enquiries to appoint a Sub-committee, thereupon the following resolution was unanimously passed.

Mr. Shaw moved, seconded by Mr. McDougall,

That a sub-committee of Messrs. Peden and McLean be appointed to procure from Mr. Keefer, the Supervising Engineer, all such information with regard to the officers of the Brockville and Ottawa Railway, (as he shall feel at liberty to give,) in order to lay the same before the Municipalities through this Committee.

The Sub-committee addressed the following letter to Mr. Keefer, to which he gave the reply also following:

The whole respectfully submitted.

(Signed,) W. B. McLean,
Secretary to Joint Committee.

Brockville, 15th April, 1855.

Samuel Keefer, Esq., Supervising Engineer, Brockville and Ottawa Railway.

Sir,—Agreeable to the resolution forwarded to yon on the 26th March last, by the the secretary of the Joint Committee of the Municipalities on Railway matters, we submit to you for answer thereto the following questions:

1st. Are you as Supervising Engineer, of the Brockville and Ottawa Railway, in any way responsible to the Municipalities loaning money to the Company of that Railway, or subject to their direction?

2nd. With what data have you been furnished upon which you have made your estimate up to this time, and what are the particulars thereof?

3rd. Do you know what real property the Company have free from incumbrances upon which you have made Estimate? and if so what is the particular description of such property?

4th. What real property have they upon which there are incumbrances and upon which you have made Estimates, what is the particular description of such property, to what extent have you made estimates thereon, and what are these incumbrances, their nature and amount?

5th. What is the cash value of the Real property upon which you have made Estimates?

6th. Upon how many pieces of land for stations have you made estimates, what is their particular description and cash value, and if there are any incumbrances upon them, what are they, and the value in cash and what allowance have you made therefor?

7th. Upon what personal property of the Company have estimates been made, what is the nature of such property, and the cash value thereof and where is it?

8th. What are the particulars of expenditure for Engineering, including preliminary expenses and for construction, estimated at £10,000 in your Seventh Report?

9th. What are the particulars of expenditure for "Salaries of officers and official disbursements" estimated at £4,500 in your Seventh Report?

10th. What are the particulars of expenditure for "preliminary expenses previous to contract" estimated at £5,000 in your Report?

11th. What are the particulars of expenditure for "interest" estimated at £4,000 in your several Reports?

12th. Is the location of the whole line of Railway from one extreme point to the other the best and cheapest that could be fixed upon, if not where is it objectionable, and how otherwise might it be better?

13th. Have all the expenditure upon the construction of the Railway been judicious and economical, and for the positive advantage of the Railway and the increased security of the Municipalities, if not, wherein have they been injudicious, unnecessary and extravagant.?

14th. Has the work progressed up to this time to your satisfaction, if not, in what respect are you dissatisfied?

15th. Has the progress of the work thus far been such as to insure a completion of it according to the Contract between the Company and the Contractors?

16th. Are you of opinion that it would be for the interests of the road, that the machine shops, infirmary and lumber Depot at the terminus at Brockville, should be within the town in connection with the water Depot, if not, how otherwise should they be located, for the best present and future interests of the Road and the Municipalities?

17th. How much of the road or how many miles in length of the road will remain to be completed when the whole of the money to be loaned by the Municipalities is expended, at the rate it is provided to be advanced by the contract, and how do you arrive at your conclusion thereon?

18th. State all other matters of information connected with the Railway within your knowledge of which the Municipalities for their satisfaction ought to be possessed and relating to which your attention has not been particularly directed in the foregoing queries?

In submitting these queries to your consideration we are desirous of being clearly understood to do so, with the view simply of ascertaining the position in which the Municipalities stand in their connection with the Railway; and not from any wish of catechising you upon the subject. We have no hesitation in saying that we have an entire confidence in your professional skill and in your integrity in the performance of your duties as Supervising Engineer at the same time we conceive that the public, who are subject to the responsibilities of the loan are entitled as a matter of right to know that their interest are protected, particularly as they have rendered themselves liable for so large an amount as the sum of £350,000.

We would also remark, that you must be aware from past occurrences that the public mind is quite dissatisfied upon Railway matters, that they have lost all confidence in the ability of the present Contractors to complete the work and that they are fearful the whole project will fall through or otherwise be thrown upon the Municipalities to carry out upon their own strength. And further, it is apprehended that if eventually the Municipalities are induced to undertake the completion of the road, they will in all probability expend their present means and then be obliged to let the work go into Jobber's hands, at the sacrifice of a great portion of their investment, unless the best economy be used.

The Municipality therefore desire to know what feature the work really bears, and what it is likely to assume. They feel it to be their duty and privilege to make enquiry into its true position, and to govern themselves accordingly. We are satisfied that we speak the sentiments of the Municipal Councils of the people, and that nothing short of a just, plain and open exposition of the affairs of the Railway will give general satisfaction.

In conclusion we need hardly say, that it is the object of the last query, which might more properly be called a request, (No. 20,) to afford you the widest scope for entering upon a full and complete statement of all within your knowledge, relating to the subject, which we are assured by the Directors as well as yourself, you are at liberty to give.

We have the honor to be

Your obedient and humble servants,

[Signed,] Robert Peden,
Worship B. McLean.

Brockville, 20th April.

Messrs. Robert Peden and
W. B. McLean.

Sub-Committee of the Municipalities, &c.

Gentlemen,—Your Communication of the 15th instant, was received by me on the 17th, and I embrace the earliest opportunity of responding to the questions therein submitted. In doing so, I beg to assure you for the satisfaction of the Municipalities, by which you have been deputed, that there is no desire on my part to withhold from the public any knowledge of which I may be possessed in reference to the Brockville and Ottawa Railway. And I may add that I am instructed by the Directors to afford to any person or persons whom the several Municipalities, which have contributed by loans towards the construction of the Railway, shall authorize to ask for it, the fullest information upon all matters connected with the Railway. Should I fail therefore, in any particular to afford all the explanations that might be desired, you must not attribute it to want of inclination, but to an unintentional omission on my part.

In answer to your first question,

I am the Supervising Engineer of the Brockville and Ottawa Railway appointed by the concurrent consent of the Directors, Contractors and Municipalities, and my duties as such, are clearly set forth in the accompanying extract, (A,) from the Contract

entered into with Messrs. Sykes DeBergue & Co., and to which the Municipalities as well as the Directors are parties.

[Note by the County Clerk,--Extract (A.) referred to, is not here given as the Contract itself will be found elsewhere.]

The management of the Railway being in the hands of the Directors, the Engineer is of course to a certain extent subject to their orders, otherwise he could not act at all, but his appointment having been made subject to the approval of the Municipalities, he considers himself so far responsible to the latter, that in case he should by any mistortune lose their confidence, it would be his duty to resign, such he considers to be the spirit of the Contract. It has been his object to do strict justice between the three parties, he has no interest in doing otherwise.

In answer to your second question,

You will perceive by the accompanying extrac ("B.") from the Contract, that it is the Contractors duty to make up the Estimate and mine to certify to its correctness, I must take measures to satisfy myself of the correctness of his returns and the amount thereof in proportion to the Contract. For want of a scale of *Pro rata Prices* attached to the Contract, I found it somewhat difficult in the commencement to arrive at a just conclusion upon this point, and that is the reason why you may observe some discrepency between the prices allowed in the first and last Estimates. But after the location had been completed to Perth and Carleton and preliminary surveys advanced to Arnprior and Pembroke, and I had thus an opportunity of examining the Profiles and forming a better opinion of the nature and extent of the work to be accomplished in fulfillment of the Contract; I found myself in a better position, and then adopted the only effectual means left of overcoming the difficulty, by procuring the approval by the Directors of a Scale of Prices by which the future advances to the Contractors are to be governed, to this however the Contractors have not given their assent, but they have continued to receive the Estimates which were based upon it.

The Contract as you know is a bulk Sum of £960,000 Sterling for the Railway completed and equipped in good working order, ready for operation in three year's time.

This price is equal to about £7,400 Sterling per mile.

To establish a price per mile for Grading, fencing or any other work upon which the Contractors had made a commencement, and for which they were entitled to advances, it became necessary to entter into the consideration of the whole subject of constructing a Railway between the respective Termini of the characters specified in the Contract and to make allowance for every expenditure that could possibly be foreseen as necessary for its accomplishment.

The manner in which this was done is shown in the accompanying copy of my Report to the Directors of the 12th of September last, "C." to which I have added the detailed Estimate upon which the Scale of *pro rata prices* was established.

The principle upon which the scale of prices is based, cannot be controverted, another Engineer might vary the details, but he must acknowledge that there is no other satisfactory way of proceeding. The Contractors do not unpugn it, but they place a higher value than I do upon some portions of the work, which they already have accomplished. I have endeavoured in my scale to present the same inducement to them for delivery and laying the iron and for all other work remaining to be done, as for that now in progress or already accomplished. For convenience of comparison, I have added a column containing the prices claimed by the Contractors; the best Estimate calculated at their prices, instead of mine, would give them £24,440 Sterling more than has been allowed.

With regard to the first column, containing the estimated cash value of each item, I have to explain that it is such an amount as in my judgement would secure the performance of the work, provided the Company had cash to pay for it, in place of Stock, Bonds and Debentures, such for example, as experienced and responsible Contractors would undertake to do it for—for cash—not the cash cost to them or their Sub-Contractors, but to the Company itself.

Again, with regard to the twenty-one several items of cost, it is proper to observe, that if too much is given to one, the excess is taken off another, for the aggregate cannot exceed £7,400 stg. per mile, and into this single item they must all be resolved, according as the Railway is brought into operation.

I have been thus particular in regard to the Scale of prices because it is important that its nature should be properly understood; its justice once acknowledged and approved, it is easy then to determine the amount of the progress estimates. Before giving my certificate to any estimate, submitted by the Contractors, it is my practice to visit the works upon which advances are claimed and to satisfy myself of the correctness of their returns. The grading, which is the principle item, is returned to me by the Resident Engineer, Mr. Dixon, marked upon the Profile, with a copy of this I pass on and note the progress. The work at the Tunnel is measured by the Contractor, certified by the Resident Engineer and checked by me. The Ties are counted, received and marked by an officer appointed by the Directors and copies of his returns are furnished to me. The same kind of Checks are established upon any other kind of work done or materials delivered, with a view of giving assurance to the Directors and to the Municipalities, that they are warranted in making the advances.

In answer to the third question,

The Real Property of the Company free from all incumbrances upon which advances have been made, consists of 105 parcels of land purchased forthe right of way for 42 miles of the Railway nowin progress in the Townships of Elizabethtown, Kitley, Wolford, Elmsley, Drummond, Montague and Beckwith, about 400 acres in all. For a particular description of these lands, I beg to refer you to the accompanying list, "D." furnished by the acting Directors, these lands have all been conveyed to the Company and mortgaged to the Municipalities.

Also, six parcels of land for Station grounds, two upon the Water frontage in Brockville; one Park lot of 18½ acres for the infirmary at Brockville a lot of 5 acres at the sixth Concession of Elizabethtown, another of six acres at the second Concession of Wolford, and another of ten and a half acres at the third Concession of Beckwith. For the particulars of these, you are referred to the accompanying Schedule also marked "D."

In answer to the fourth question,

The only Real Property upon which there are any incumbrances and upon which aevances have been made, is the Town Lot, No 201, of 40 feet frontage upon the St. Lawrence at Brockville. It was bought for £1,500 cy., and £500 was paid upon the purchase and a mortgage given for the balance. I have allowed £500 on this in the estimate for Station Grounds.

There is also a mortgage of £280 upon the Town Lot No. 47.

In answer to the fifth question,

If by the term "Cash value," as applied to the amount, which the Contractors have actually paid for it I can only say, that it has not been furnished to me and I have no reason to expect it will. If by an approved scale of *pro rata* prices, as that referred to in my answer to your second question, it is possible to arrive at a fair estimate of the proportional amount which such property bears to the Contract in terms thereof, it is obviously necessary for me to question the contractors as to the amount they have actually paid to each individual from whom they have acquired lands, and I doubt it would be proper to do so, so long as there exists another and less objectionable mode of arriving at a satisfactory result. An average price per mile, once agreed upon, should be adhered to throughout and then if too much or too little have been allowed, under that particular head, the other items will be influenced in the opposite way and thus will compensation be made for any minor inequalities of the Schedule.

In answer to the sixth question,

The answer to this question is contained in my replies to the third, fourth and fifth questions. But I may add by way of explanation that the lands acquired for the right of way for 42 miles of the Railway amounts to £6,300 at the Schedule prices of £150 per mile.

The Estimate for the Station Grounds is as follows:

For the town Lot in Brockville 93 feet frontage on the river, No. 47, with Wharf and Warehouse,	£3,000
For the town lot in Brockville, 40 feet frontage at the river, No. 201, Grist Mill thereon,	500
For the Park Lot 18½ acres, for the Infirmary at Brockville,	1,000
For the Way Stations, 6th Concession of Elizabethtown, Olmsteads and Franktown,	330
Total estimated value,	£4,830 cy.
Which at Contract rates is equal to	5,800 stg

In answer to your seventh question,

The personal property of the Company upon which estimates have been made, consists of Railway Ties and Fencing materials delivered along the line. 152,000 Ties have been delivered 10,000, of which were burned last Fall, but having been insured by the Company, arrangements were made by it to replace them, and the greater portion have lately been delivered. The quantity delivered is sufficient for 62 miles of Railway, and the amount allowed for them is fully explained by the detailed estimate herewith submitted, mark "C."

For fencing, 196,563 rails and 36,040 frames have been delivered and distributed along the cleared part of the line between Brockville and Perth, and between Smith's Falls and Carleton Place. The materials and the part of the work done upon the frames, is equal to 41 miles of materials delivered, for which I have allowed *two thirds* of the price set apart for the fencing. See the detailed estimate marked "C."

In answer to the eighth question,

The sum of £29,900 sterling, or £230 per mile is reserved in the schedule for "Engineering," which amounts nearly to £10,000 a year, on the supposition that the Railway is to be completed according to contract in three year's time. The expenditure for Engineering is always greatest at the commencement of a Railway. There are first several preliminary lines to be run out, before the best one can be determined, then the location to be made and plans in triplicate to be prepared and deposited, and lastly, the works are to be staked out, and the gradients established in a careful manner. In estimate for November last, one year after the date of Contract, I had allowed the sum of £9,800 for Engineering, but during the past winter so little progress had been made with the works, although the Engineering Staff has been kept on for the Summer's operations, that I have allowed but £200 for the whole four months from that time. The same amount is arrived at by a direct estimate, as follows:

130 miles Preliminary Survey, at £20 per mile,	£2,600
92 miles Location to the Bonchire Island, at £40 per mile,	3,680
30 miles Staking out Works, at £10,	600
[Error in above of £200,—W. R. F. B.]	
34 miles Superintending construction, Plan, &c., at £100,	3,400
	£10,180
Paid up to the 31st January, 1855,	£170
To finish Grading,	60
	£230 stg.

The amount allowed is, £10,000 stg.

In answer to the ninth question,

For particulars of the estimate salaries of officers and office disbursements entered at £4,500 in the 7th and 8th Reports, I beg again to refer you to the detailed estimate marked "C.," in which the salaries of the different officers are set down according to Contract.

In answer to the tenth question,

I cannot furnish you with the particulars of the estimate for Preliminary Expenses previous to contract nor do I think the Municipalities would insist upon knowing them, when the nature of such disbursements, and of the estimate itself are duly considered. The amount entered in the estimate, was set down by the Contractors in the 1st estimate at £5,000, and considering the magnitude of the undertaking, it did not strike me as extravagant. It is but reasonable to make some allowance in the first estimates, for expenses attending the inception of such an enterprise, but it is an item which must vanish with its completion. In the 8th estimate it is reduced to £4,620 and this reduction will go on in the succeeding estimates, until it finally disappears.

In answer to the eleventh question,

The particulars of the estimate for interest is as follows:

£70,000 of good Sterling Debentures placed at the disposal of the Municipalities, for which 2 per cent. for a Sinking Fund was to be provided, besides the Interest for nine months,	£1,050
£34,000 in Debentures issued to the Contractors, nine months Interest on these	1,530
Estimate Cash Payment,	£2,580 stg

Amounting in terms of Contract to nearly £4,000

Besides this the Contractors are under obligations to pay Interest upon the Second Class Bonds and paid Stock until the Road is in operation, but I had not thought it proper in the present position of affairs to make any allowance for Interest upon these.

In answer to the twelfth question,

The location of the Railway has been completed the Bonchire, and as far as regards its general direction and the facilities it is calculated to afford to the traffic of the Ottawa and the intermediate country, it is in my opinion, the best that can be selected, but there are two particular parts of it which are not the best and cheapest that could be fixed upon. I allude to the location through Elizabethtown and

Brockville; the remaining portion meets my entire approbation. From the rear of Aikin's Lake to Arnprior, the Bonchire, including the Perth Branch, the location has been selected with ability and judgment, and I can discover no change that would be of advantage to the general interest of the Railway. I have examined and compared, the Surveys of both sides of the Mississippi, between Waterford and Pakenham, and find the line on the East side, where the location has been established altogether the best.

The line through Elizabethtown is injudicious, because it is not only more expensive, but it is also a mile and a half longer than necessary and must increase the cost of transport to a certain extent I was absent in England when this part of the line was laid out and the work commenced, but so soon as I returned and found where it was placed, I addressed a report to the Directors, earnestly recommending a change; a copy of that report is transmitted herewith, marked "E." It is still a matter of regret to me, that the change could not have been effected.

The Tunnel through Brockville is an unnecessary expense, it was possible to reach the St. Lawrence at half the outlay, and in half the time, by a line through the Western part of the town, where no heavy works were to be encountered; but the Contractors had a right by their Contract to take which line they pleased, and they selected the one which cost them the most, if they complete it the loss will be their own and not the Municipalities. The advantages claimed for the Tunnel, are the shortening of the distance (about $\frac{3}{4}$ mile,) and avoiding the level crossing streets in the town both considerable objects, but they are secured at the expense of a single track and a maximum Gradient in close proximity to the water station and by the loss of at least one year's business to the Railway.

Forseeing the delay that must necessarily attend the tunnelling operations and hoping to have the line opened simultaneously with the Grand Trunk Railway [which is to be completed to Brockville this Fall,] as it was quite possible to do, I made an effort to bring about a mutual understanding and unity of action between the two Companies, by which they would join in the expense of double track line from the Grand Trunk Station, to the water, through to the Western part of the town; but the proposition was not favourably received by the Contractors of the B. & O. Railway, and the Tunnel was accordingly commenced. It is to be about 600 yards in length,—143 yards of it have been completed.

In answer to the thirteenth question,

In my reply to the last question I have given two instances in which the expenditures of the Contractors upon the construction of the Railway appear to be injudicious and unnecessary without conferring any positive corresponding advantage, but if they complete the Contract the loss will be their own. There will be more money spent in the country, but the Railway, or the security of the Municipalities, will not be benefitted thereby. These are the principle items of unnecessary expenditure; further than this I do not think it right that I should be called upon to express an opinion, to go before the public, as to the manner in which the Contractors carry on their busineis. There is one other point however, to which it is right that I should refer, and that is, the delivery of Ties for four miles of Road beyond Carleton Place, without having made any arrangements for the grading of that portion. The grading is not expensive, but it is not desirable to have the Ties long on hand before they are put down, and therefore no more should be delivered until the grading is provided for.

In answer to the fourteenth and fifteenth questions,

The progress of the work up to this time has not been satisfactory. There has not been sufficient force at any time upon the Railway to insure its completion within the time stated in the Contract. The iron should have been delivered here last Fall, and then had the grading been resumed this Spring, the line to Carleton including the Perth Branch, could easily have been opened this Fall. The grading of the remaining portion of the line, should now be in progress, but no arrangements have yet, to my knowledge been made for its commencement. There is barely time left, with all the force it is possible to apply to it, and allowing an immediate commencement to be made, to complete the Railway within the time specified in the Contract.

In answer to the sixteenth question,

It would not be for the advantage of the Railway to have the Machine Shops and Infirmary placed in connection with the Water Depot within the town of Brockville. The five acres specified for a Water Depot, will all be required and more too, to accomodate the business of the Railway and to add the Machine Shops and Infirmary would only create confusion; it is much better that these should be situated, as is usually the case, at a convenient distance outside of the town, where there is plenty of room, than to crowd them into a limited space within it; subject to unnecessary taxation and risk from fire. It will be necessary to have a Lumber Depot in rear of the town, to relieve the Water Depot, when a pressure of business takes place, but for no other purpose is it required. There should be but one trans-shipment of the lumber, and that should take place at the Water Depot; the ordinary business will always be transacted in this manner. A second trans-shipment, will add to the cost of transportation and must therefore be avoided as much as possible.

In answer to the seventeenth question.

The money to be loaned by the Municipalities, at the rate at which it is to be advanced according to Contract [forty per cent upon the progress estimates] is sufficient to carry the Road, every mile completed to within less than twenty-six miles of Pembroke, this conclusion is arrived at as follows:—

The total amount of Contract is	£960,000 stg.
From this it is proper to deduct the drawback which is not received,	50,000
Gross amount of estimate upon completion of Railway,	£910,000
The Municipal aid of £350,000 cy., or £287,671 stg., contributed at the rate of 40 per centem, will be exhausted by an estimate of	£719,177
Leaving a balance of	£190,823

Dividing this by £7,400 the price per mile give 28.80 miles, the length for which no Municipal aid is provided. It is not unreasonable to suppose, that if the Railway can be carried to within 25 miles of Pembroke there will be no difficulty in getting it completed.

In answer to the eighteenth question,

Although the present position and prospects of the Railway are not encouraging, I do not conceive that there is any reason for alarm, it is only right that some allowance should be made for the misfortunes and afflictions with which the Contractors have been visited. The loss in the *Arctic* of one of the chief Partners and the continued illness of the acting one here, incapacitating him for the charge and direction of a work of this magnitude, have caused the work to be neglected and thrown the whole burden of the enterprise upon one, who least of all ever expected to

be called upon to take an active part in its management. The Directors have been anxiously waiting to learn what action the latter has taken, and his arrival in this country is shortly expected.

The expenditures and liabilities on account of this work must be very large, and they will not therefore be disposed to sink them. Their sureties are considered unquestionable and if more active and vigorous measures are not soon adopted for carrying on the works, they ought to be called upon to take part in it, so as to ensure the fulfillment of the Contract.

Mean while it has been my care to keep the estimates in such a position that the Municipalities shall not lose by the stoppage of the works. The contract is considered a good one, and the advances made so far upon it are, in my opinion such, if by any necessity it should fall to the Sureties or to any other hands to complete, they will not hesitate to accept the estimate, respecting the portion of it which has been performed.

I should remark however, that for no other purpose whatever, than for the construction of the Railway is this expenditure comparatively of any use, value or security to the Municipalities, and hence it is their true interest and the interest of all concerned to keep the works advancing and to push them to completion as fast as possible.

I have the honour to be,
Gentlemen,
Your Obed't Serv't,
SAMUEL KEEFER,
Supervising Engr.
"C."

Brockville, 12th Sept. 1855.

To the President and Directors of the Brockville and Ottawa Railway.

GENTLEMEN,—In making the monthly advances to your Contractors, it becomes necessary, in order that they may be fair and equitable that there should be an apportionment of the contract prices upon the several items of expenditure past and future, constituting the entire cost of the Railway. There cannot certainly be any objection made to having the estimates based upon the contract prices. In many agreements of this kind it is usual to have a Scale of *pro rata prices* embodied in the contract, for the express purpose of facilitating the making of advances upon the work during its progress. The works upon your Railway have now arrived at that step when it appears advisable that the price of each item of expenditure in its relation to the contract price should be established and confirmed by your authority. A fair distribution of the contract price upon the several items of cost may be made in the following manner:

1st. The contract price for the whole line from Brockville to Pembroke, including the Perth branch is £960,000 stg., fully complete and furnished ready for use.

2nd. The length of the main line and its branch is about 130 miles.

3rd. From this data is derived the cost per mile, £7,400 sterling nearly.

4th. The estimated cost per mile of the same line if paid for in current money and finished as the contract requires is about £6,200 currency. The several items of this estimate are given in the annexed Schedule.

5th. I therefore, in order to apportion the prices,

As the estimated cash cost per mile, £6,200 C'y.
Is to the contract price per mile 7,400 stg.
So is the cash cost of each item in the estimate,
to the sterling price of the corresponding item in the contract.

6th. In this manner I have arrived at the apportionment of prices given in the annexed Schedule in which are embraced twenty-one different items, comprehending every possible expenditure and contingency with the construction and equipment of the Railway.

This Schedule of prices is respectfully submitted for your consideration and approval with a view of obtaining approved data for my future guidance in examining and certifying to the Contractors estimates.

I have the honour to be,
Gentlemen,
Your very Ob't Sev't.
(Signed) SAMUEL KEEFER,
Supervising Eng.
"C."

BROCKVILLE AND OTTAWA RAILWAY DETAILS OF ESTIMATE.

1st. 130 miles Preliminary and Location Surveys with plans for deposit at £100 cy., per mile			£13,000
Laying out and superintending works, including the detailed drawings and work in office for three years at £4,333			13,000
130 miles at £200 per mile		C'y.	£26,000
(*Note*, On the Great Western Railway the Engineering cost £246 per mile.)			
2nd. Direction office, expenses and contingencies,			
Salaries of Engineer £500, Acting Director, £600, Secretary, £400, Solicitor, £500, £2,000			
Office rent, Stationery and Contingencies,	2,333	4,333 0 0	
3 years at £4,333 per annum	13,000		
130 miles at £100	13,000		
3rd. Interest,			
2 year's interest on say 120,000 C'y.	14,400		
2 years sinking fund on 48,000,	1,920		
1 years interest on say 300,000,	18,000		
1 sinking fund on 120,000	2,400		
Average of half years interest on 480,000,	14,400		
Half years sinking fund on 192,000,	1,920	53,040 0 0	
Less estimate net receipt for 80 miles say for fifty weeks at £5 per mile per week,	20,000		
25 miles say for 25 weeks at £4 per mile per week	2,500		
Interest on Reserve at 10 per cent for average of twelve months	3,000	25,000 0 0	
Currency		27,540 0 0	
130 miles, at £210 per mile		27,300 0 0	
4. Right of way.			
In one mile 11 acres of land at £10 per acre,	110		
Compensation for severances for farm crossings, cattle passes &c., or works equivalent to the same,	20		
	£130		
Note, on the Great Western Railway, the right of way and depot grounds cost £450 per mile.			
FIRST CLASS STATIONS:—			
5 acres frontage at Brockville,			
15 do. at Back Station,	8,000		
Smith's Falls,			
Perth,			

Arn-Prior,
Pembroke, 20 acres, 7,000
15 way-side Stations, 1,500

£16,500
130 miles at £130 per mile, 16,900

Note,—On the Great Western Railway, the right of way and Station grounds, cost £4,500 per mile.

6. Fencing in one mile.

640 Rods of fence at 5s. per Rod. 160

Note,—This is the average price paid upon the Grand Trunk Railway.

7. Clearing and Grubbing, (11 acres in one mile).

In one mile, say six acres of clearing at £6, 36
Average of ½ do. of Grubbing at £30, 45

£81 C'y.

8. Road crossings, Drains and Culverts, no data assured at £100 C'y.

9. Grading.

The Surveys are not yet sufficiently advanced to furnish data for ascertaining the quantities, nor have the gradients yet been all established upon the portion which has been sub let

Taking the profile, however, as far as the gradients have been laid upon it, and leaving the Tunnel out of the question, the clearing and filling appears to average about 3¼ feet in depth, the cuts are supposed to make up the fills, or one mile of cutting will make two miles of grading. In one mile of cutting there are 23,000 cubic yards of excavation. Assuming 3,000 yards of this rock and the rest clay, we have,

3,000 cubic yards of rock at 5s. £750
20,000 do. at 1s. 3d. 1,250

Cost of grading for two miles, £2,000
For one mile, 1,000

This is as near an approximation as can be arrived at until the quantities are correctly ascertained.

[*Note*,—The cost of grading and grubbing on the western division (110 miles) of the Great Western Railway was, £1,395 per mile, C'y.]

10. The Tunnel.

The Tunnel is intended to be 600 yards in length, it will probably pass through solid rock one-third of its length, and the rock is of the very hardest description of granite: it will probably cost about £40 C'y, a lineal yard for the single track for which it is intended, therefore,

600 lineal yards at £40 a yard, £24,000 C'y.

Add for Tunnel fronts, air shafts &c., extra.

Depth of cutting at the northern entrance, 2,000

£26,000
130 miles at £200 per mile 26,000

11 Les Chenaux.

It is known that there are formidable difficulties to be encountered at these rapids on the Ottawa, and it is necessary that there should also be a reserve fund for its completion. The location has not been made but having personally examined the ground, I considered it safe to assume that the extra cost of these difficulties, about ordinary grading, will not exceed £22,000 C'y.

130 miles at £170 per mile, amounts to £22,100

12. Bridges.

Say for half the line 65 miles, the portion located and commenced.

Bridge over the Rideau Canal at Smith's Falls, £10,000 C'y.
Do. at Carleton-Place, Mississippi River 6,000
5 principal creek crossings, Pierson's Mud, Irish, Huttons and Cockburn creeks, at £800 C'y., 4,000
10 smaller ones at £400 4,000
Cattle passes, 2,000

£26,000
130 miles at £200 per mile, 26,000

13. Ballasting.

Contract calls for 4,000 cubic yards of ballast to a mile. It is not found convenient to the line, and therefore the haul must be a long one. In procureing, delivering and spreading, it is worth 2s. C'y., per cubic yard. 4,000 cubic yards per mile at 2s., £400 C'y.

14 Ties.

According to the specification, the ties are to be laid thirty inches apart from centre to centre, therefore 5280 / 22 = 2112 Ties in one mile, add 10 per cent for sigings 211

2,323 at 1s. 6d. £174 4s.

Assumed therefore £175 C'y., per mile.

15 Distribution of rails and laying track.

Hauling 115 Tons of rails, Chairs and spikes at Brockville and Smith's Falls and other places where they may be delivered by rail at 6s. £34 10

Laying one mile of track and ten per cent for sigings, 140 10

£175 0

16. Rails, Chairs, and Spikes, delivered at Brockville.

In one mile 99 tons of rails *a* £8 15 stg. in England,	£860	15 stg.
3½ tons chairs *a* £20	70	0
1½ " Spikes *a* £20	30	0
Add 10 per cent. for Sidings	96	0
114½ tons in England cost sterling,	£1056	15
Ocean freight and insurance on 114½ tons, 28s.	160	6
Sterling,	1217	1
Currency,	1480	0
Add inland freight and mileage on 114½ tons,	120	0
	£1600	0

17. Rolling Stock and Tools.

13 Engines and Tenders *a* £3,600 cy.		£46,800
10 First Class Passenger Cars *a* £700		7,000
10 2nd Class do *a*	440	4,400
250 Goods and Lumber Cars	150	37,500
5 Snow Ploughs	100	500
13 Hand Cars and sets of tools	100	1,300
		£97,500
130 miles *a* £750 per mile, Currency		£97,500

18. Stations.

Brockville Station,	£6,000 Cy	
Smith's Falls,	3,500	
Perth,	4,000	
Arnprior,	3,500	
Pembroke,	3,000	
15 Way-side Stations at £600	9,000	
12 Water and fuel do £400	4,800	£33,800 stg
130 miles *a* £269 per mile is		33,800 Cy.

(*Note.*—Stations and Machine Shops on the Gt. Western Railway cost £274 per mile.)

19. Machine shops and Infirmary.

130 miles at £50 per mile—£6,500, Estimated cost.

20. Turn Tables, Switches Signals, Cranes, &c.

5 Turntables at £600 each,	£3,000 cy.
100 Sets Switches and Signals.	2,500
Cranes,	1,000
130 miles at £50 per mile amounts to	£6,500 cy.

21. Wharves at Brockville and Pembroke.

At Brockville 2000 lineal feet on the river at £5,	£10,000.
At Pembroke 2,000 at £4,	8,000.
	£18,000.
130 miles at £140 cy,	£18,200.

Brockville and Ottawa Railway—Schedule of Prorata Prices.

Apportionment of prices of work performed, materials delivered and expenses incurred in construction and equipment of the Brockville and Ottawa Railway.

The Contract price for the whole Road is £960,000 Sterling, the length being about one hundred and thirty miles this gives very nearly £7,400 sterling per mile as the contract price which may be apportioned as follows:—

PARTICULARS.	Estimated Cash Value in Currency.	Contract Price Sterling.	Contract. Price as Estimated by Mr. Sykes
1. Engineering, £200		230	200
2. Direction, office Expenses and Contingencies,	100	110	100
3. Interest acct.,	210	250	200
4. Right of Way,	130	150	150
5. Station lands,	130	150	150
6. Fencing,	150	180	150
7. Clearing and Grubbing,	80	100	200
8. Road crossings Drains & Culverts,	100	120	150
9. Grading,	1,000	1,200	1,760
10. Tunnel,	200	230	200
11. Les chenaux,	170	200	200
12. Bridges,	100	230	200
13. Ballasting,	400	460	500
14. Ties,	175	200	200
15. Distribution of Rails, laying track	175	200	280
16. Rails, spikes & Chairs, deliver'd at Brockville,	1,600	1,900	1,760
17. Rolling stock and Tools,	750	900	
18. Station Buildings,	260	300	
19. Machine shops and Infirmary,	50	60	1,000
20. Turn Tables, Switches, Cranes, &c.	50	60	
21. Wharves at Brockville and Pembroke,	100	170	
	6,200	7,400	7,400

"D"

Memorandum of Lands acquired by the Company for Stations &c.

1. Town lot Brockville with wharf and Warehouse thereon, 93 feet frontage, No. 47.
2. Town Lot Brockville grist mill thereon 40 ft. frontage, No. 201.
3. Park lot No. 17, 1st Concession Elizabethtown, 18.416 acres.
4. Station 15, 6th Concession Elizabethtown, 4.921 acres.
5. Station, 30, 2nd Con. Wolford, 6 acres.
6. Station, 7, 3rd Con. Beckwith, 10.343 acres.

Memorandum of Lands acquired by the Company for Railway purposes.

TOWNSHIP OF ELIZABETHTOWN

No.	Name of Proprietor.	Date of Deed.	No. of Lot.	Township. Con.	Acres.
1	Richard F. Steele.	March 25, 1854.	S. P. 10.	2	4.493
2	Charles E. Jones.	" 25, "	S. P 10 & S. P E. ½ 11	2	4.493
3	Enos Beach.	" 20, "	W. P. of F. P. 14	3	0.981
4	Noble Glazier.	April 3, "	P. R. ½ 14	5	3.680
5	William R. Glazier	" 15, "	P. F. ¼ 14	5	5.005
6	Edward Davis.	" 19, "	Part 14	6	10.619
7	William Sykes.	" 26, "	F. P. 13	3	2.869
8	Daniel Manhard.	" 20, "	Part 15	5	4.572
9	James Cowan.	" 28, "	F. E. P. 15 & W. ½ 14	4	13.055
10	Anson Jones.	May 31, "	Part 14	1	0.363
11	Richard Webster.	June 5, "	R. Part 16	8	2.008
12	William Foxton, jun.	March 7, "	R. Part 15	4	4.878
13	William G. Godkin.	July 5, "	Centre Commons	10	16.317
14	William Williams.	June 10, "	F. ½ Commons	9	5.618
15	William Barber.	" 12, "	E ½ 16	8	1.913
16	John Eyre.	" 12, "	P. N. W. & No. 8¼ S. 14	7	7.049
17	John Eyre.	" 12, "	P. W. ½ 14	8	1.904
18	Thomas B. Webster.	" 13, "	R. Part 16	8	1.904
19	William Webster.	" 13, "	W. ½ 15	8	1.014
20	Benjamin J. Tackebery.	" 15, "	18	11	6.906
21	Benjamin Francis.	July 6, "	E. ½ 15	5	5.723
22	Robert Robson.	" 3, "	R. Part 15	3	5.900
23	Jacob R. Smyth.	" 7, "	S. 10¼ 14	7	3.031
24	Henry Davis.	" 8, "	F. ½ 13	8	2.101
25	Amos Blanchard.	" 10, "	R. ½ 19	9	1.312
26	Benjamin Dickson.	" 11, "	R. P. Commons	9	5.485
27	John Simmons.	" 19, "	Part 7	8	2.896
28	William Rowson.	Septr. 25, "	S. E. ¼ 14	7	3.331

No.	Name of Proprietor	Date of Deed	No of Lot	Con	Lot	
29	William Sykes.	" 14, "	Town Lot in Brockville No. 101, Station.			
30	William Sykes.	" 13, "	Park lot No. 17	1	2.324	
31	William Sykes.	" 13, "	Part 15	6	Station	
32	William Sykes.	" 14, "	Town Lot in Brockville No. 47 Station.			Acres.
33	Richard Baker,	Nov. 7, "	P. E. ½ 14	8	2.338	141.219
34	Richard Baker.	" " "				
		TOWNSHIP OF KITLEY.				
1	Robert W. Graham.	June 29, 1854.	Part 5	1	4.729	
2	Thomas Ryland.	" 29, "	Part 4	2	4.384	
3	Richard Leason.	" 6, "	Part 4	3	1.090	
4	William Bates.	" 10, "	Part E ½ 6	10	6.839	
5	Fosey Godkin	" 16, "	Part E ½ 7	10	0.331	
6	Joshua Bates	" 22, "	Part 5	4	7.586	Acres.
7	Daniel Jelly	July 1, "	Part 10½ 6	10	4.893	29.852
		TOWNSHIP OF WOLFORD.				
1	Alexander Murphy	May 19, 1854.	S. W. ¼ 30	3	4.970	
2	Michael Carr.	June 30, "	F. Part 30	1	7.234	
3	Thomas Wood.	" 2, "	W. ½ 30	2	12.508	
4	Rev. V. B. Howard.	" 5, "	Part 30	5	3.634	
5	Jabez Olmstead.	" 29, "	R. Part 30	1	4.989	
6	John Coolidge.	" 29, "	Part 30	A	3.088	
7	William Sykes.	Sept. 13, "	P. F. ½ 20	2	Station	
8	Samuel Love.	June 15, "	P. S. W. ¼ 30	3	5.885	41.308
		TOWNSHIP OF ELMSLEY.				
1	Alexander Condie.	July 10, 1854.	Part 1	6	2.731	
2	Alexander Fraser.	Sept. 7, "	P. W. ½ 22	10	0.017	
3	James Armstrong.	" 8, "	F. ¼ 14	8	4.349	
4	Margaret Campbell.	" 7, "	R. Part 16.	9	2.787	
5	John Totton.	" 7, "	W. ½ 17	9	2.359	
6	Alexander Condie.	" 7, "	R. ⅔ 2	6	8.033	
7	Duncan Campbell.	" 7, "	F. Part 16	9	0.642	
8	James Campbell	" 7, "	F. ½ 19	10	4.398	
9	Mary E. Frizell.	" 7, "	Part 18	9	1.419	
10	John Clarke.	" 8, "	Part E. ½ 8	7	2.028	
11	James Moore	" 8, "	Part 10 ½ 8	7	1.652	
12	William McCormick.	" 8, "	Part 11	8	4.388	
13	Louis Grenier.	" 7, "	Part 18	10	2.828	
14	John Campbell.	" 8, "	P. E. ½ 17	9	2.295	
15	Robert Imeson.	" 8, "	P. F. ½ 20	10	2.113	
16	Duncan Campbell.	" 7, "	P. F. ¾ 15	9	4.574	
17	Joseph Immeson.	" 8, "	P. R. ½ 20	10	2.239	
18	Ralph Smith.	" 7, "	R. ½ 21	10	4.644	
19	Alexander Matheson.	" 29, "	W. ½ 4	7	1.869	
20	Peter McGilveray.	June 22, "	Lot No. 1	2	3.000	
21	John Cameron.	Dec. 2, "	Lot No. 31	8	3.549	61.914
		TOWNSHIP OF DRUMMOND.				
1	Alexander Fraser.	Sept. 7, 1854.	P. W. ½ 6	7	0.025	0.025
		TOWNSHIP OF MONTAGUE.				
1	Alexander Condie.	July 10, 1854.	F. Part 29	5	0.698	
2	Alexander Condie	" 10, "	R. Part 29	5	2.710	
3	William Cook.	" 5, "	R. Part E. ½ 24	10	2.756	
4	George Willoughlby.	June 28, "	E. ½ 25	9	4.136	
5	Hugh McMullen.	" 23, "	W. ½ 25	10	3.283	
6	Perer Cunie.	" 23, "	E. ½ 29	6	2.365	
7	Darby Ward.	" 23, "	F. ½ 28	6	3.638	
8	John Ferguson.	" 23, "	R. ½ 26	8	6.014	
9	Pat Healy.	" 19, "	W. ½ 25	9	3.278	
10	Phineas Lowe.	" 28, "	W. ½ 23	10	3.338	
11	James Taylor.	Sept. 9, "	P. E. ½ 30	5	3.165	
12	John Dodds.	" 8, "	E. ½ 30	5	7.386	
13	Mathew Cadden	Aug. 21, "	R. Part 29	5	2.942	45.718
		TOWNSHIP OF BECKWITH.				
1	James Armstrong	June 28, 1854	E ½ 11	8	7.657	
2	Robert Carmichael	" 27, "	E ½ 13	10	5.068	
3	William Leach	" 27, "	W ½ 13	9	1.603	
4	James Stewart	" 27, "	E ½ 10	6	5.654	
5	John McEwen	" 27, "	E ½ 8.	4	6.043	
6	John McEwen	" 27, "	E ½ 9	5	0.539	
7	William Leach	" 27, "	E ½ 12	9	4.026	
8	John Maye	" 24, "	W ½ 10	6	4.378	
9	Francis Leach	" 27, "	W ½ of W ½ 12	9	2.795	
10	James Burrows	" 28, "	Part 7	3	3.756	
11	John Hughton	" 28, "	F Part 6	1	3.983	
12	Thomas Hawkins	" 27, "	W ½ 12	8	2.741	
13	William Kidd	" 28, "	E ½ 7	2	2.557	

No.	Name of Proprietor	Date of Deed		No of Lot	Con	Lot
14	Thomas Mason	"	28, "	W ½ 7	2	5.097
15	J & W Maye	"	24, "	W ½ 7	5	6.307
16	John McGregor	"	27, "	N W ¼ 14	10	4.859
17	Edward Leach	"	27, "	E ½ of W ½ 12	9	2.371
18	Neil Stewart	"	27, "	Part 11	7	9.471
19	William Sykes	Sept.	14, "	Part 7	3	Station
20	William Maye	June	24, "	Part W ⅜ 9	5	0.892
21	James Burrows	"	28, "	Part 7	3	Station
22	Charles Munroe	Nov.	4, "	E ½ 14	11	6.066——95.863.

SUMMARY.

Elizabethtown	144.219	Drummond	0.024
Kitley	29.852	Montague	45.718
Wolford	41.308	Beckkith	95.863
Elmsley	61.914		

398.899 Acres.

"E."

Extract from Report dated 1st June 1854.

LOCATION,—The location of the line from Brockville to Carleton Place and also from the Perth branch has been completed and many parts of it staked and ready for work.

A party of Engineers started on the 30th ult. to make the location from Carleton to the Ottawa River.

Preliminery surveys have been made from Arnprior to Pembroke.

The centre location southward of Atkin's lake and commencing upon the town line between Kitley and Wolford is in every respect satisfactory, but that through Elizabethtown I consider most unortunate.

The attempt to carry the Railway as nearly as practicable through the middle of the township, has thrown it among difficulties which would have been avoided by the more direct and favorable line as first projected; and has had the effect of attaching to it a great deal of objectionable and unnecessary excavation, of increasing the heavy gradients and of adding a mile and a half to its length.

By equating for curvature and grades, the present location compared with the direct one, which I feel confident can be obtained, stands at a disadvantage which estimated in distance is equal to about three miles of level Railway or in cost of transportation to about two pence per ton for every ton passing over it.

The direct line on the east side of the back Pond and Atkin's Lake occupies the lowest and most uniform ground for the Railway, while the located line crosses the ridges, sloping downwards from west to east, and in every cutting rock has been encountered.

In view of these facts I would earnestly recommend you to consider, if not too late, whether it is not yet possible to change the line. I feel confident it will be for the permanent interest of the Company to do so. It will unquestionably be a saving to the contractors in the cost of construction, even supposing the whole of the present expenditure upon this portion to be sunk. This being the case there cannot possibly be any interest really opposed to the best line. It cannot be established that the Municipality of Elizabethtown will be benefitted by any line that is permanently injurious to the character and efficiency of the main line itself.

In conclusion allow me to add that if the change is to be ever effected the present is the only opportunity afforded for it.

COUNCIL CHAMBER, 1st October, 1855.

Mr. McDougall gave notice that he would to-morrow move as follows:—

That, whereas the Brockville and Ottawa Railway Company have not advanced with the works of the Railroad according to the promise made by the said Company to this Council, and whereas said Company have failed in paying the interest of the Loan made to them by the Municipalities, it is expedient to authorize the Warden of the Municipality of Lanark and Renfrew to return the Loan of Twenty Thousand Pounds sterling of Municipal Debentures belonging to these Municipalities, now lying in the Bank of Upper Canada at Brockville to the Government.

On motion of Mr. Playfair, seconded by Mr. Shaw a Railway Committee was ballotted for as follows, viz:—

Railway Committee.—Messrs. Shaw, Fraser, Playfair McDougall and Toshack.

COUNCIL CHAMBER, PERTH, OCTOBER 3rd, 1855.

Two communications per telegraph from Brockville in reference to the Brockville & Ottawa Railway, were received and read snd referred to the Railway Committee.

COUNCIL CHAMBER, PERTH, OCTOBER 4th, 1855.

Mr. McDougall from the Railway Committee submitted their report which was read and adopted as follows, viz.:—

Your Committee on Railway beg leave to report,

1st. That there is no communication from the Brockville and Ottawa Railway Company since the last session of your Council.

2nd. Your Committee find that the sum of two hundred thousand pounds currency, to be raised by virtue of a By-law of your Council on the credit of the Municipal Loan Fund is disposed of as follows:—

Loaned to the Brockville & Ottawa Railway Company,	£24,333 13 4
Deposited in agency of the Bank Upper Canada at Brockville,	24,333 13 4
Remaining in the hands of the Receiver General of the Province,	151,332 13 4
	200,000 0 0

3rd. Your Committee having considered with the utmost care and solicitude all matters connected with the Brockville & Ottawa Railway, have come to the conclusion that the twenty-four thousand three hundred and thirty pounds thirteen shillings and four pence currency Municipal Debentures now lying in the agency of the Bank of Upper Canada at Brockville, should be returned to the Receiver General as early as the Warden of this Municipality shall find it advisable and convenient to do so. Your Committee recommend that the Warden be authorized to exercise his judgment in this matter, and put himself forthwith in communication with the Government.

4th. Your Committee have ascertained that the Treasurer of these Counties has been notified respecting the payment of the half yearly interest upon the amount issued by these Counties, maturing 30th December next, and your Committee judging from the fact that the interest which matured last July has not yet been paid by the Company, they are inevitably led to the conclusion that it is imperative upon this Council to provide for the payment of

the interest maturing 30th December, amounting in all as follows :---

Interest matured 30th June upon £24,333	13	4	
this includes 6 per cent Interest and 2 per cent for sinking fund	973	6	8
Interest maturing 30th December 1855 on Do. this includes 6 per cent interest and 2 per eent for sinking fund,	973	6	8
	£1946	13	4

5th. Upon examination of the report of the Committee upon Railroads laid before this Council in the June session, your Committee observe that that Committee in taking into consideration the amount of Interest that would have to be provided by these Counties, in case the Company failed in performing their agreement, took into consideration the 2 per cent upon the £20,000 sterling of debentures at present deposited with the agency of the Bank of Upper Canada Brockville ; this causes a difference between the amount that that Committee stated would be required by these Counties to provide for, and the amount stated by this Committee of £511 13s 2d., this amount your Committee are led to believe, that it is very probable will not be exacted by the Government, when they take into consideration that the £20,000 sterling of Debentures being the principal one which the 2 per cent to provide for sinking fund has matured has been directed to be returned to the Government by order of this Council.

6th. Your Committee being desirous of prolonging the collecting of Taxes to pay the interest accruing and that will accrue upon Debentures issued by these Municipalities, would recommend that the Treasurer of these Counties be directed to notify the Clerks of the several Municipalities not to collect their taxes before the 15th November next, at the same time, in the opinion of this Committee, the Clerks of the several Municipalities should fill up or cause to be filled up the Railroad column on their Collector's Rolls, lest the Company should fail to provide for the interest that has and will accrue, and should the Company provide for the interest by the 1st November next, your Treasurer should be instructed to address the several Clerks that such Interest has been paid.

All of which is respectfully submitted.

COMMITTEE ROOM, PERTH, OCTOBER 4th, 1855.

(Signed) J. L. McDOUGALL, *Chairman*,
A. W. PLAYFAIR,
RICHARD SHAW,
GREVILLE TOSHACK,
A. FRASER,

COUNCIL CHAMBER, PERTH, 29th JANUARY, 1856.

A letter was received from the Mayor of Brockville on Railway matters, which was read and referred to the Railway Committee.

Also copy of letter from the late Warden of these United Counties to the Receiver General, relating to the Municipal Debentures.

Also Receiver General's answer to the same, both of which were referred to the Railway Committee.

Mr. Beckwith moved, seconded by Mr. Scott,

Resolved,—That the Council do now proceed to ballot for a special Railroad Committee to consist of five members.

In amendment.

Mr. McAdam moved, seconded by Mr. Moore,

That a Railroad Committee be ballotted for to consist of seven members, and that the 24th rule of this Council be suspended for the purpose.

The amendment having been put and lost, the original motion was then put and carried, and the Committee was ballotted as follows, viz. :---

Special Railroad Committee,---Messrs. Matheson, Shaw, Doran, Scott, and McAdam.

COUNCIL CHAMBER, PERTH, 30th JANUARY, 1856.

A letter from the Mayor of Brockville to the Warden of Lanark and Renfrew was received, read in Council and referred to the Railroad Committee.

Mr. Matheson gave notice that he would to-morrow move for instruction to be given to the County Clerk to advertise for Tenders for Printing a certain number of copies in pamphlet form or otherwise of the Contract, Mortgages, By-laws and other documents in possession of this Council relating to the proceedings that have taken place between this Council and the Brockville & Ottawa Railway Company in the matters of said Railway, that more publicity may be given to the same than has been already done.

Mr. McAdam moved, seconded by Mr. Tenant,

Resolved,---That Messrs Sherwood, Watson and Shaw, be heard at the bar of this Council in reference to the Brockville and Ottawa Railroad and the difficulties connected therewith.

Messrs. Sherwood, Watson and Shaw, were therefore heard at the Bar, and answered such questions as were put to them in reference to the position and affairs of the Brockville & Ottawa Railway.

COUNCIL CHAMBER, PERTH, 31st JANUARY, 1856.

Mr. Matheson moved, seconded by Mr. McAdam,

Resolved,---That in view of the necessity that exists for giving fuller publicity than has been done throughout the different Municipalities in the Counties, to the matters and things that have transpired between this Council and the Brockville & Ottawa Railway Co. in relation to the Loan advanced by these Counties to said Company, that the County Clerk be and he hereby is instructed and authorized to advertise for Tenders for the printing of two hundred copies in pamphlet form of the following documents relating thereto, viz. : The By-law authorizing the Loan, the Contract between the Company and Contractors, the Mortgages representing the security given to the Counties, the pro rata scale prepared by the Supervising engineer, the estimates upon which payments have been made for work performed, and all documents in possession of this Council, shewing the action taken by the joint Committees of the three Municipalities who were appointed to confer upon said Railroad matters, and when printed, that the Clerk do forward copies to each Reeve and Deputy Reeve in the Counties and also to the Clerk of each Municipality and that the Clerk do correspond with the Clerks of Brockville and Elizabethtown, asking them if their Municipalities would feel disposed to take any number of copies, and if so, that he do increase the number in such proportion as they will take copies, it being understood in giving these instructions to the Clerk, that they are to have no effect if the cost of printing exceeds £10 per 100 copies. The Clerk to transcribe a copy of such documents to be furnished to the Printers.

1st. In amendment.

Mr. Doran moved, seconded by Mr. Byrne,

That the Railroad Committee draw up a concise Report of the state of affairs connected with the Railroad, so far as they think will be of any information to the public, and submit the same to this Council---Lost.

Mr. Paris moved, seconded by Mr. Byrnes,

That the publication in detail of the contract and other documents with the Railroad be deferred until next sitting of this Council---Lost.

The amendments having been each put and lost, the original motion was then put and carried.

COUNCIL CHAMBER, PERTH, 1st FEBRUARY, 1856.

Mr. Shaw from the Railway Committee submitted their report which was read seriatim, and the 1st, 2nd, 3rd, 4th and 5th clauses were severally adopted; upon the 6th clause there arose some discussion, but it was finally carried in the affirmative, and the Yeas and Nays being called upon it were as follows, viz. :---

Yeas,—Messrs. Fraser, Shaw, Galbraith, McArthur, McLaren, Scott, McIntryre, Byrne, Doran, Donald, Kennedy, Paris and Guthrie--14.

Nays,—Messrs. Hartney, Matheson, McAdam, Tennant, Moore, Smith, Mulligan, Gilhully, Watt, Tucker, Young and Noonan---12.

The whole report was then adopted as follows, viz. :---

To the Warden and Council of the United Counties of Lanark and Renfrew in session assembled.

1st. Your Committee on Railroads beg leave to state that they have perused the several papers and documents laid before them.

2nd. Your Committee take this opportunity of expressing their pleasure and satisfaction at receiving from Messrs. Sherwood, Shaw and Watson the two first members of a Committee appointed by the Brockville & Ottawa Railway Company to wait upon this Council, so full a statement of the present position of the affairs of the Company. Their suggestion that the Council should take stock in the Brockville & Ottawa Railway Company to the extent of five hundred pounds, in the name of four individual members of this Council, it being understood that said four indvidnals should be appointed Directors of the Brockville & Ottawa Railway Company. Your Committee feel assured will be received in the same liberal light that it was offered.

Your Committee upon examination of the law appertaining to the subject of Municipalities, taking stock in Railroads have ascertained that no Municipality can subscribe for any Stock in any Railroad without first referring the matter to the people, and as this measure would involve both delay and trouble, your Committee are of opinion, that perhaps it would not be advisable to adopt such a course for the end in view. This difficulty might however, hereafter be obviated by the Brockville and Ottawa Railway Company, petitioning Parliament to have the present law appertaining to this subject, s amended, that the Municipality and others interested should have authority to elect a certain numb- of Directors to remedy their present position wi the Brockville and Ottawa Railway Company.

3rd. Your Committee are of opinion, in consequence of the difficulty in carrying out the suggestion to this Council, of taking Stock in the name of four individuals, to be hereafter appointed Directors of the Brockville and Ottawa Railway Company, that if a certain number of Directors, say four, were appointed from the gentlemen in Perth and in the United Counties, holding or who may hold Stock in said Railroad Company, that it would meet with the approbation of this Council and County at large.

4th. Your Committee (in accordance with the suggestions of Messrs. Sherwood and Shaw) would also recommend, when new arrangements are gone into respecting the future prosecution and completion of the work, the adoption of the plan of grading for a single track (thereby materially reducing the cost of construction.) No alteration, in their opinion, should be made in the width or material of the Bridges.

5th. Your Committee would further state, that in their opinion, it is advisable that this Council should adopt a Resolution, expressing their earnest desire for the speedy prosecution and final completion of the contemplated Railway. And that whenever the Brockville and Ottawa Railway Company shall have concluded an arrangement satisfactory to the Municipalities interested for the prosecution of said Railway, this Council are willing and ready to fulfil their part of the agreement in accordance wit the understanding upon which the loan to the said Company under the By-law was granted.

6th. Your Committee having before them a letter received from the Hon. John A. McDonald, demanding the immediate payment (at least before the 1st March next,) of the amount of £486 13s. 4d., being the balance of Interest due the Government on Interest accrued on the 30th June last, on £48,666 13s. 4d. C--., loaned this Municipality under provisions of the Consolidated Municipal Loan Fund of Upper Canada. Would recommend that the Warden sign and transmit to the Brockville and Ottawa Railway Company at Brockville a Debenture for the amount of Five Hundred Pounds, it being expressly understood that such Debenture of Five Hundred Pounds is to be applied by the Company towards the payment of the above amount of £486 13s. 4d. of Interest so demanded.

7th. With reference to the Communication received from W. B. McLean, Esq., Mayor of Brockville, containing a Resolution passed by the Council of Brockville, reflecting upon the conduct of the "*Paid Director*," "*Solicitor*," *and* "*Secretary and Treasurer*," your Committee would state that no information has been laid before them, to cause them to express any want of confidence in the gentlemen holding the above-named offices; would however recommend the matter to be referred to the Committee to be hereafter appointed to co-operate with the Committees appointed or to be appointed by the Municipalities of Brockville and Elizabethtown. The appointment of an Engineer by the several Committees on behalf of the Municipalities, though not for the purpose of controlling matters, yet for the satisfaction of the Municipalities, might be advisable if the above named Committees deemed such appointment advisable.

8th. Your Committee are of opinion that if the office of the Brockville and Ottawa Railway Company was removed from Brockville to a more central place, say Smith's Fall's, it would be much more convenient for the attendance of Directors from the several Counties, would give general satisfaction to these Counties and in fact is nothing more than justice to these United Counties.

All of which is respectfully submitted,

(Signed,) RICHARD SHAW, *Chairman.*
JOHN SCOTT,
WM. DORAN,

COUNCIL CHAMBER, Perth Feb'y. 1, 1856.

The undersigned subscribe to the views expressed in the foregoing Report, with the exception of those contained in the sixth clause from which they dissent.

[Signed,] R. E. MATHESON,
WILLIAM MCADAM.

Mr. McAdam moved, seconded by Mr. Shaw,

Resolved,--That the Clerk of this Council be instructed to transcribe copies of all the Resolutions and Reports passed by this Council during its present Session on Railroad matters and transmit them to the Brockville and Ottawa Railway Company at Brockville, as soon as he can conveniently do so and to the Clerks of the Municipalities of Brockville and Elizabethtown.

Mr. Shaw moved seconded by M. Beckwith.

Resolved,—That in accordance with a clause in the Report of the Committee on Railroads, this Council avail themselves of this opportunity of expressing their earnest desire for a speedy prosecution and completion of the Brockville and Ottawa Railway and that such undertaking meets with their hearty approval and will receive the necessary support from them.

COUNCIL CHAMBER, Perth, 2nd Feb'y, 1856.

Mr. Beckwith moved, seconded by Mr. Young,

Resolved,—That this Council do now proceed to appoint a Railroad Committee to consist of five members, and that the Council do now ballot for four members of the said Committee and that the Warden be appointed as the fifth member, and that it be an instruction to said Committee to act in all matters relating to the Railroad business in conjunction with the Committee of the Municipalities of the Town of Brockville and the Township of Elizabethtown during the recess of this Council.

Four members were then balloted for and Messrs. Shaw, Doran, McArthur, and Scott were elected.

Railroad Committee appointed to transact Business during the Recess of Council.

Messrs. The Warden, [Alexander Moffatt, Esq.,] and Shaw, Doran, McArthur, and Scott.

W. R. F. BERFORD,
County Clerk,
Lanark and Renfrew.

COUNTY CLERK'S OFFICE, Perth, May 26, 1856.

APPENDIX.

Know all Men by these Presents that I, Joseph Butler, of Stanningly, in the County of York, in the Kingdom of England, Gentleman, do hereby nominate and appoint William Sykes, of Montreal, in the Province of Upper Canada, Railway Contractor, my true and lawful Attorney, for me, and in my name or in his own name as Attorney for me to sign, seal and as my own or his act and deed to deliver any Deed, Bond or other Document purporting to be a Surety or Guarantee from me, for the due performance by Messrs. James Sykes, Charles DeBergue and Company, of a certain Contract or Contracts entered into by them, for the construction of the Montreal and Bytown, and the Brockville and Ottawa Railways in the Province aforesaid, and in the Act, Deed, matters and things aforesaid to use my name. And generally to do, execute and perform all other acts, deeds, matters and things whatsoever, relative to the premises as fully to all intents and purposes whatsoever as I might or could have done in my own proper person; and whatsoever the said William Sykes shall lawfully do or cause to be done, in or about the premises, I hereby undertake to allow, ratify and confirm.

Witness my hand and seal, this fourteenth day of November, One Thousand Eight Hundred and Fifty-Three

[Signed,] JOSEPH BUTLER.

Signed, Sealed and Delivered by the said Joseph Butler [being first Stamped] in the presence of

[Signed,] ELIJAH STRIKLAND.

A true Copy of the original hereof deposited and remaining of Record in my office.

[Signed,] I. J. GIBB, N. P.

On this day, the second of December in the year of Our Lord One Thousand Eight Hundred and Fifty-three, before us the undersigned Public Notaries duly commissioned and sworn, in and for that part of the Province of Canada heretofore constituting the Province of Lower Canada, residing in the City of Montreal in the said Province.

Personally came and appeared, William Sykes of Montreal aforesaid Railway Contractor, the *Attorney* in the foregoing *Power of Attorney* named who requested Isaac Jones Gibb, one of the said Notaries, to receive and deposit in his office the said foregoing Power or Letter of Attorney from Joseph Butler of Stanningley in the County of York in England, Gentleman, to him the said William Sykes bearing date and executed before one Witness the fourteenth day of November last past, to the end that the same may be preserved amongst his Notarial Records and authentic Copies thereof be granted to whom the same may appertain *a qui de droit*.

In testimony whereof the said William Sykes hath hereunto set his hand with and in the presence of us said Notaries, also hereunto subscribing these presents executed under the number Fifteen Thousand One Hundred and Fifty-one.

[Signed,] WM. SYKES, *Attorney*,
[Signed,] W. A. PHILLIPS, N. P.
" I. J. GIBB, N. P.

A true copy of the original hereof remaining of Record in my office. Witness my hand and Seal Notarial,

(L. S.) I. J. GIBB, N. P.

Know all Men by these Presents, that I, William Anthony Matthews, of Sheffield, in the County of York, in the Kingdom of England, Merchant, Mayor of the Borough of Sheffield aforesaid, do hereby nominate and appoint William Charles Evans, of Montreal, in the Province of Upper Canada, my true and lawful Attorney for me and in my name or in his own name as Attorney for me to sign, seal and as my own or his act and deed to deliver any Deed, Bond or other Document purporting to be a Surety or Guarantee from me for the due performance by Messrs. James Sykes and Company of a certain Contract or Contracts entered into by them for the construction of the Montreal and Bytown and the Brockville and Ottawa Railways in the Province aforesaid. And in the act, deed, matters and things aforesaid to use my name and generally to do, execute and perform all other acts, deeds, matters or things whatsoever, relative to the premises, as fully to all intents and purposes whatsoever, as I might or could have done in my own proper person. And whatsoever the said William Charles Evans shall lawfully do, or cause to be done on or about the premises, I hereby undertake to allow, ratify and confirm.

Witness my hand this Seventh day of October, in the year of our Lord One Thousand Eight Hundred and Fifty-three.

[Signed,] W. A. MATTHEWS, [L. S.]

Signed, Sealed and Delivered, by the said William Anthony Matthews, in presence of

[Signed,] D. STEWART DYKES,
Deptford, London.

A true copy of the original hereof deposited and remaining of Record in my office;

J. J. GIBB, N. P.

On this day, the seventh day of November, in the year of our Lord One Thousand Eight Hundred and Fifty-three, before us the undersigned Public Notaries, duly commissioned and sworn in and for that part of the Province of Canada, heretofore constituting the Province of Lower Canada, residing in the City of Montreal, in the said Province.

Personally came and appeared William Charles Evans, of the said City of Montreal, Esquire, Merchant, the *Attorney* in the foregoing *Power of Attorney* named, who requested Isaac Jones Gibb, one of said Notaries to receive and deposit in his office the said foregoing Power or Letter of Attorney, from William Anthony Matthews, of Sheffield, in the County of York, in the Kingdom of England, Esquire, Merchant, to him the said William Charles Evans, bearing date, and executed before a Witness the Seventh day of October last past, to the end that the same may be preserved among his Notarial Records and authentic copies thereof be granted to whom the same may appertain *a qui de droit*.

In testimony whereof, the said William Charles Evans hath hereunto set his hand with and in the presence of us said Notaries, these presents executed under the number Fifteen Thousand and Sixty-four.

[Signed,] W. C. EVANS, *Attorney*.
[Signed,] JOHN G. GRIFFIN, N. P.
" I. J. GIBB, N. P.

A true copy of the original hereof remaining of Record in my office. Witness my hand and seal Notarial.

[L. S.] I. J. GIBB, N. P.

Know all Men by these Presents, that I, Charles De Bergue, of the City of Manchester, in the County of Lancaster, in that part of the United Kingdom of Great Britain and Ireland, called England, Merchant, do hereby nominate and appoint William Sykes, of Montreal, in the Province of Upper Canada, Railway Contractor, my true and lawful Attorney, for me and in my name or in his own name as Attorney for me to sign, seal, and as my own or his act and deed to deliver any Deed or Deeds, Contract or Contracts, Agreement or Agreements, or other instruments in writing to which I, and James Sykes, of Sheffield, in the County of York, in England, aforesaid, Railway Contractor, may be parties and equally liable concerning or relating to the constructing, making and completing of two certain Railways in the Provinces of Upper and Lower Canada, in British North America, or one of them, called the Montreal and Bytown Railway, and the Brockville and Ottawa Railway, or any portion or portions of the said Railways, or either of them, and for the constructing, making and completing of which said Railways or one of them or some portion or portions of the same, the said James Sykes has made a tender or tenders, and which tender or tenders has or have been accepted. And in all the acts, deeds, matters and things aforesaid to use my name, and generally to do, execute and perform any act, deed, matter or thing whatsoever relative to the premises, as fully to all intents and purposes whatsoever, as I might or could have done in my own proper person. And whatsoever the said William Sykes shall lawfully do or cause to be done in or about the premises I hereby undertake to allow, ratify and confirm.

Witness my hand and Seal this fourteenth day of October, One Thousand Eight Hundred and Fifty-Three.

[Signed,] C. DEBERGUE. [L. .S]

Signed, Sealed and Delivered, [being first duly stamped] by the said Charles DeBergue in the presence of

[Signed,] EDW. ALLAN, *Solicitor, Manchester.*
" C. JOHNSON, *Clerk with Mr. Allan.*

[A true Copy.]

I. J. GIBB, N. P.

Borough of Manchester, in the County Palatine of Lancaster } TO WIT:

I, Edward Allen, of Manchester, aforesaid, Gentleman, do solemnly and sincerely declare, that I and Charles Johnson, of Manchester, aforesaid, were present and did see Charles DeBergue, of Manchester, aforesaid, Merchant, duly sign, seal, and as his act and deed deliver the letter of Attorney, hereto annexed. And that the name C. DeBergue, thereto subscribed as the party executing the same is of the proper handwriting of said Charles DeBergue, and that the names "Edward Allen," and "Chas. Johnson," thereto subscribed as the witnesses attesting the execution thereof by the said Charles DeBergue, are respectively of the proper handwriting of this Declarant and of the said Charles Johnson.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an act made and passed in the sixth year of the Reign of his late Majesty, King William the Fourth, entituled "An Act to repeal an Act of the present session of Parliament, intituled an Act for the more effectual abolition of oaths and affirmations taken and made in various departments of the state, and to substitute Declarations in lieu thereof, and for the more entire suppression of voluntary and extra-judicial oaths and affidavits and to make other provisions for the abolition of unnecessary oaths."

[Signed,] EDW. ALLEN.

The above declaration was solemnly made and subscribed by the said Edward Allen, at Manchester aforesaid, this fourteenth day of October, One Thousand Eight Hundred and Fifty-Three, before me,

[Signed,] ROBERT BARNES,
Mayor of Manchester.

[A True Copy.]

I. J. GIBB, N. P.

To all whom these Presents shall come, I, Robert Barnes, Esquire, Mayor of the Borough of Manchester, in the County Palatine of Lancaster, in that part of the United Kingdoms of Great Britain and Ireland, called England, do hereby certify that on the day of the date hereof, personally came and appeared before me Edward Allen, of Manchester, aforesaid, Gentleman, the Declarant named in the Declaration hereto annexed, being a person well known and worthy of good credit, who did solemnly and sincerely declare to be true, the several matters and things mentioned and contained in the said Declaration.

In Faith and Testimony whereof, I the said Mayor, have caused the Seal of Mayorality of the said Borough, to be hereunder put and affixed, and the Power of Attorney mentioned and referred to in the said Declaration to be hereunto annexed. Dated at Manchester, the fourteenth day of October, in the Seventeenth year of the Reign of Her Majesty, Queen Victoria, and in the year of our Lord, 1853.

[Signed,] Robert Barnes, *Mayor.*

A True Copy of the original hereof deposited and remaining of Record in my office.

I. J. Gibb, N. P.

On this day, the seventh day of November, in the year of our Lord One Thousand Eight Hundred and Fifty-Three, before us, the undersigned Public Notaries commissioned and sworn in and for that part of the Province of Canada, hertofore constitnting the Province of Lower Canada, residing in the City of Montreal, in the said Province,

Personally came and appeared William Sykes, of Montreal, aforesaid, Esquire, Railway Contractor, the *Attorney* in the said *Power of Attorney*, named, who requested Isaac Jones Gibb, one of said Notaries, to receive and deposit in his office the said foregoing Power or Letter of Attorney from Charles De Bergue, of the City of Manchester, in the County of Lancaster in that part of the United Kingdom of Great Britain and Ireland called England, Esquire, Merchant, to him the said William Sykes, bearing date and executed before witnesses the fourteenth day of October last, with the certificates thereunto attached to the end that the same may be preserved amongst his Notarial Records and authentic copies thereof be granted to whom the same may appertain *a qui de droit.*

In Testimony whereof the said William Sykes hath hereunto set his hand, with and in the presence of us said Notaries, the presents executed under the number Fifteen thousand and sixty three.

(Signed,) William Sykes,
Attorney.

(Signed) John C. Griffin, N. P. I. J. Gibb, N. P.

A True Copy of the original hereof remaining of record in my office. Witness my hand and seal Notarial.

(L S.) I. J. Gibb, N. P.

Know all men by these presents that I, James Sykes of Sheffield, in the County of York, in the Kingdom of England, Railway contractor, do hereby nominate and appoint my brother William Sykes of Montreal, in the Province of Upper Canada, Railway Contractor, my true and lawful Attorney for me and in my name or in his own name as Attorney for me to sign seal and as my own or his act and deed, to deliver any deed or deeds, contract to contracts, agreement or agreements or other instrument in writing, to which I may be a party conconcerning or relating to any Railway or Railways or portion or portions of any Railway or Railways, for the construction whereof or of any part whereof I have already or may hereafter become contractor or Joint Contractor with others, and in all the acts deeds, matters and things aforesaid to use my name and generally to do, execute and perform any act, deed, matter, or anything whatsoever relative to the premises as fully to all intents and purposes whatsoever, as I might or could have done in my own proper person, and whatsoever the said William Sykes shall lawfully do or cause to be done in or about the premises, I hereby undertake to allow, ratify and confirm. Witness my hand seal this thirteenth day of September, one thousand eight hundered and fifty three.

[Signed] James Sykes.

Signed sealed and delivered by the said James Sykes, (being first duly stamped) in the presence of

[Signed] Henry Hinde, *Solicitor, Sheffield.*
" W. Tibbits, *his Clerk.*

A trne copy of the original hereof deposited and remaining of record in my office.

I. J. Gibb, N. P.

On this day, the seventh day of November in the year of our Lord one thousand eight hundred and fifty-three. Before us, the undersigned public Notaries duly commissioned and sworn in and for that part of the Province of Canada, heretofore constituting the Province of Lower Canada, residing in the city of Montreal in the said Province.

Personally came and appeared, William Sykes of the Montreal, Esquire, Railway contractor, the Attorney in the foregoing power of Attorney named, who requested Isaac Jones Gibb, one of said Notaries, to receive and deposit in his office the said foregoing power or letter of Attorney from his brother James Sykes of Sheffield in the County of York in the Kingdom of England, Esquire, Railway Contractor, to him the said William Sykes, bearing date and executed before witnesses the thirteenth day of September last, to the end, that the same may be preserved among his Notorial Records and authentic copies thereof be granted, to whom the same may appertain *a qui de droit.*

In Testimony whereof the said William Sykes hath hereunto set his hand with and in the presence of us said Notaries, the presents executed under the number fifteen thousand and sixty-two.

[Signed] William Sykes, *Attorney.*

[Signed] John C. Griffin, N. P. I. J. Gibb, N. P.

A true copy of the original hereof remaining of Record in my office, witness my hand and seal Notarial.

I. J. Gibb, N. P.

CONTRACT.

THIS Indenture of agreement made the second day of December one thousand eight hundred and fifty-three, in quin duplicate or five parts.

Between James Sykes of Sheffield in that part of the United Kingdom of Great Britain and Ireland, called England, Railway contractor, Charles De-Bergue of the same place, Railway Contractor and William Sykes of the city of Montreal in the Province of Canada, Railway Contractor, hereinafter called " the contractors of the first part ;" The Brockville & Ottawa Railway Company, being a Company incorporated under an act of the Parliament of the Province of Canada, intitnled " an Act to incorporate the Brockville & Ottawa Railway Company," for the purpose of constructing a Railway on and over any part of the country, in the said Province of Canada, from the St, Lawrence at Brockville to the Rideau, at or near Smith's Falls, and thence on and over any part of the country, to or near Arnprior, at or near the mouth of the Madawaska River, and thence on and over any part of the country, to the Ottawa river, at or near the village of Pembroke, in the Township of Pembroke also a branch thereof from the Rideau at or near Smith's Falls aforesaid, to the town of Perth, hereinafter called " the Company of the second part."

The Municipal Council of the United Counties of Lanark and Renfrew, and the Municipality of the Township of Elizabethtown, and the Town Council of Brockville of the third part, and William Anthony Matthews of Sheffield, aforesaid merchant, and Joseph Butler of Stammingly, in the County of York, in the said part of Great Britain and Ireland, called England gentlemen of the fourth part. The contractors for themselves, their heirs, Executors and administrators, for the consideration hereinafter mentioned, covenant and agree with the Company in manner following, that is to say, that they the contractors, shall and will at their own expense in all things forthwith beg in and well and effectually and according to the directions from time to time, and in all particulars to the satisfaction of an Engineer, to be mutually chosen as supervisor of the works, and charged with the oversight thereof, construct and complete for the transit of Locomotive steam engines and any other description of moving

power usually used and applied on lines of like nature, and of all carriages and waggons drawn threby in a substantial and workman-like manner, as a single track, but graded for a double track, the whole and every part of the Railway, on and over any part of the Country, from the St. Lawrence at Brockville to the Rideau at or near Smith's Falls, and thence on and over any part of the country to or near Arnprior, at or near the mouth of the Madawaska river, and thence in and over any part of the country, to the Ottawa river, at or near the village of Pembroke, in the Township of Pembroke, and also a branch thereof from the Rideau at or near Smith's Falls aforesaid to the town of Perth, the whole also to be in accordance with the provisions in the specification hereunto annexed, and forming part thereof contained and subject to the terms and conditions therein contained and set forth, and also in accordance with the plans, sections and drawings of the said Railway and works, to be hereafter made, drawn and prepared by the contractors in accordance with this contract and the said specifications.

And also that in and about the works, matters and things hereby contracted for or agreed or required to be done as hereinafter mentioned, and for the complete execution of the same, the contractors shall and will at their own expense, find and provide all necessary materials, utensils and implements, labor and workmanship, including rails, chairs, spikes, keys, joints, switches and crossings, and all materials for the masonry, stone and brick work, bridges, culverts, ditches, drains, fences, occupation, and all other gates to, against and across the railway stations, termini, and ballast and broken stone and every other article and thing whether or not the same be correctly or incorrectly described or mentioned herein, and also land for stations, termini, and the line of the road as mentioned on the said specifications, and shall also pay and defray all expenses connected with the purchase thereof. And also, that in and about such works, matters or things, they the contractors, will use and employ the best materials of every kind, and such as the Engineer for the time being in charge of the said works as supervisor thereof, as aforesaid, his assistants or deputies shall approve.

And it is hereby declared and agreed upon by and between the said parties hereto, of the first and second parts, that Samuel Keefer, Esquire, Civil Engineer, who has been appointed by the Company as the supervising Engineer, under this contract, shall be and is hereby accepted as such Supervising Engineer, so to be mutually chosen as aforesaid, and shall continue as such until the said Railway shall be completed and delivered over to the Company as aforesaid, and that in the event of the death or resignation of the said Samuel Keefer, or his refusal to act as such supervising engineer, an engineer shall thereupon be mutually chosen as afore said, in his place, but that the appointment of such substitute shall be subject to the approval of the said Municipalities parties hereto, and shall not be valid without their consent to be expressed by resolution of their respective Councils, to the end that at all times during the progress of the work, the supervising engineer may posses the full confidence of the Municipalities parties hereto. Provided always that such party so chosen and selected as supervising Engineer, may and shall act as such from the time of the notification to the said Municipalities respectively of such appointment, until they shall signify the approval or disapproval of such appointment, and all acts by him done in his capacity aforesaid, during such interim appointment shall be good and valid.

And that they the contractors, shall and will at their own cost and expenses provide and supply the Company with the engines and tenders, carriages and waggons, and plant for the stocking and working of the road and branch, of the kinds and numbers in the said specificaiion mentioned and detailed, and such shall be of good material and workmanship in all respects, and shall and will build in a good and substantial manner to the satisfaction of the said supervising engineer, and according to plans and drawings to be furnished by the contractors in accordance with the said specifications, the buildings for the machine shop and infirmary, and for terminal and way stations, and sheds and other conveniences in the said specification set forth, and of the descriptions and at the places therein declared. And it is hereby agreed that the said Railway and branch thereof shall be completed so as to be ready for traffic, and shall be delivered over to the Company within three years after the date hereof.

And it is hereby further agreed that if at any time during the progress of the said works, or within twelve months after the completion or delivery over thereof, as aforesaid, it shall appear to the engineer then in charge of the works as such supervisor as aforesaid, that any part or parts of the said works has been executed unsoundly or not with the best materials, or in any respects not according to the said specification, plans and drawings, then on notice thereof, being forthwith given by the said supervising Engineer to the contractors in writing, they shall cause the said works to be taken down and executed properly and with the best materials, and to his entire satisfaction without extra charge, and in case the contractors shall not comply with the said notice within fourteen days after the same shall have been given or left with them in writing at their principal office in Canada, it shall be lawful for the Company to take down and remove such works, and to execute them and pay all expenses attending the same, and the amount so paid may be deducted by the Company out of any money then due or thereafter becoming due from them to the Contractors, or shall be repaid by the Contractors as the case shall be.

And also it is agreed that the Contractors shall pay to the parties severally entitled thereto, interest at the rate of six per centum per annum upon all monies or Debentures paid or advanced to the contractors during the progress of, and until the completion of the Railway as aforesaid.

And it is further agreed that whereas the several parties hereinbefore named, parties hereto severally passed By-laws under the Consolidated Municipal Loan Fund Act for Upper Canada, authorizing the loan of sums to the Company amounting in the aggregate to three hundred and fifty thousand pounds of lawful money of Canada, to be raised by the issue of Provincial Debentures under the said loan fund Act, printed copies of which By-laws are hereunto appended, and whereas the Debentures so to be issued under the authority of said By-laws are to be paid over from time to time to the Contractors as the work progresses, as hereinafter provided, and whereas it is specially provided in said By-laws respectively, that the Company shall undertake to pay to the Treasurers of the said Municipalities respectively, semi-annually as required by law, the eight per centum per annum, which the said Municipalities respectively, shall under the provisions of the said Consolidated Municipal Loan Fund Act, upon issue of said Debentures, become bound to pay, and that such payments should be made at least thirty days before the respective times at which said Municipalities respectively shall be bound by law to

pay the same, and whereas in consideration of the said Provincial Debentures being issued to the contractors as hereinafter provided at par, the contractors are willing to assume all the responsibilities of the Company under the said By-laws respectively, in respect of said Debentures, until the completion and delivery of the Company as aforesaid, of the said Railway and works at the expiration of the said three years, the contractors do hereby for themselves their heirs, executors and administrators, covenant and agree to and with the Company that until the completing and delivering of the said Railway as aforesaid, they will pay to the Treasurers of such Municipalities respectively, semi-annually as hereinbefore mentioned, the said eight per centum required to be paid as aforesaid, under the provisions of the said Municipal Loan Fund Act, and in manner and at the times as in the said By-laws respectively is provided or shall pay over the same to the Receiver General of this Province, under the provisions of the said Loan Fund Act, and produce at the times aforesaid to the Treasurers aforesaid, satisfactory evidence of such semi-annual payment or payments, and shall and will during the time aforesaid in all respects and without reference to the time of the issue of said Provincial Debentures to them the said Contractors, comply with the requirements of the said Loan Fund Act, in respect of the whole of the said Debentures so issued or to be issued as aforesaid, and with the requirements of the said By-laws respectively as aforesaid, in relation thereto, and will indemnify and save harmless the said Municipalities and the said Company respectively during the period aforesaid, against all liability, loss or damage in respect thereof, so that neither the said Municipalities respectively nor the said Company shall, during the period aforesaid, be called upon or obliged to pay any portion whatever of the eight per centum so to be paid by them or any of them as aforesaid upon the entire amount of the said Provincial Debentures or any part thereof in conformity with the provisions of the said Consolidated Municipal Loan Fund Act.

But it is expressly understood and agreed that in consideration of the foregoing stipulations with regard to the payment of such interest and of such eight per centum by the Contractors, they, the Contractors shall be entitled to, and shall receive to their own use, profit and advantage, all monies which may in any manner arise or be derived from all tolls, fares and revenues of the road (after the deduction therefrom of the current expenses of working the same) accruing from the working of the Railway, or any section or sections thereof, during, and until the delivery thereof to the Company as aforesaid at the expiration of the said period of three years.

And whereas it is provided by the said By-laws respectively, that before any of the said Debentures under the said Loan Fund Act issued shall be delivered to the Company the security mentioned in said By-laws shall be completed in due form of law, and that the road, tolls and property of the Company shall stand pledged and mortgaged to the said Municipalities respectively, in preference to all other creditors, it is hereby expressly declared and agreed upon by and between the said parties hereto of the first, second and fourth parts, that, notwithstanding anything herein contained, the road and works so to be constructed as aforesaid, and all the lands and other property of the said Company and all the tolls and revenue of the said road, and all materials furnished by the contractors for the said road and works, and in respect whereof any advances shall have been made as hereinafter provided, shall stand pledged and mortgaged to the said Municipalities respectively, in preference to all other creditors, for the payment of the said eight per centum per annum in manner and at the times aforesaid, in accordance with the said By-laws respectively, and the true intent and meaning thereof, and the said Debentures shall form the first charge upon the road, tolls and property aforesaid, in preference to all other creditors, as well during the period aforesaid as until the final redemption and payment of the said Provincial Debentures and all interest thereon.

And in consideration of the premises and of the observance and performance by the contractors of the several covenants and conditions, provisions and stipulations on their part herein and in the said specification contained; the Company do hereby for themselves and their successors covenant with the contractors their executors, heirs, curaters and administrators as follows:—That they the contractors duly performing all things on their part and behalf to be performed and done, the company shall and will pay to the contractors, their heirs, curators executors or administrators the sum of nine hundred and sixty thousand pounds of sterling money, in manner following, that is to say, the sum of three hundred and ten thousand pounds sterling in bonds of the Province of Canada under the said Consolidated Loan Fund Act issued to them at par and bearing interest at the rate of six per centum per annum; the sum of three hundred and ten thousand pounds sterling in money or in bonds or debentures of the Company bearing interest at the rate of six per centum per annum payable in London half-yearly and redeemable twenty years after date and constituting for both principal and interest the second charge on on the road; and the tolls and revenues thereof, and three hundred and forty thousand pounds sterling of the said principal sum, in shares of the Company, issued to the Contractors as paid up in full and free and clear of all liability for calls.

Provided always, that should the Company not obtain from Municipalities aid to the extent of the said sum of Three Hundred and Ten Thousand Pounds Sterling, then and in that case the Company shall pay to the Contractors, the whole amount of the Provincial Bonds delivered to them and for the deficit between such amount and the said sum of Three Hundred and Ten Thousand Pounds Sterling, the Company shall pay to the Contractors, shares of the Company paid up and free of calls, as aforesaid.

It is understood and agreed, that the said Municipalities who aid the undertaking by voting their credit, and on whose account such Provincial Bonds shall as aforesaid be issued, shall have the first charge as aforesaid, provided upon the road until such Bonds be redeemed, after which, the Debentures of the Company so to be issued as aforesaid, shall constitute the first charge, if not before paid off.

It is further agreed, that the payments to the Contractors shall further be made to them in manner following, that is to say: The Company shall pay by Instalments at the first day of each calender month or the next lawful day thereafter, as the works proceed, to the Contractors the value of the works done and of the Locomotives and other Stock provided and supplied by the Contractors during the preceding month upon certificate of the said Supervising Engineer, less ten per centum on the amount of such certificates to be retained and held by way of reserve, as a security for the due fulfilment of this Contract by the Contractors until such reserve shall amount to Fifty Thousand Pounds Sterling, and after that time the full amount of such certificates

without deduction, and shall and will also pay to the Contractors interest at the rate of six per centum per annum, upon all monies so retained as a reserve, and not applied to make good defects as herein provided so long as the same shall remain in their hands, and shall and will pay to the Contractors the said Reserve or balance if any in their hands after making good defects, if any, in the completion and delivering over of the said works and Railway, less Ten Thousands Pounds Sterling, part thereof, which is to be reserved and retained for twelve calender months from such opening and delivering as aforesaid, as a security to the Company against damage to be ascertained within that period arising from defective construction, and shall and will pay to the Contractors the said sum of Ten Thousand Pounds or balance thereof, if any, which shall remain after providing for repairs or amendment of such defect or the reimbursement of the Company in respect thereof as hereinbefore provided, at the expiration of such period of twelve months, together with interest on such sum or on such balance as may from time to time have been in hand, at the rate of six per centum, per annum.

And it is hereby further agreed, that the Engineer so supervising as aforesaid, shall be bound to deliver such certificates on being required so to do, and that if for the space of fourteen days after being required so to do, on behalf of the Contractors, he shall refuse or neglect to deliver such certificate, the account furnished by the Contractors of the work executed or Stock supplied for the period in respect of which such certificate is required, shall for the purpose of such monthly payment thereon, be received and taken in place of such certificate, and payment shall be made thereon as upon a Certificate for the same amount.

Provided that no certificate or account uncertified shall be finally binding upon the Company as an account, but the whole shall be subject to revision on the final completion of the work and all intermediate payments shall be deemed to have been payments on account.

And it is further agreed and understood by and between the Contractors and the Company that all materials for the construction or working or stocking of the road, delivered and supplied in compliance with this Contract by the Contractors, or whereupon any advances shall have been made in pursuance of the monthly certificates hereinbefore stated, shall from time to time as the works advance, thereupon absolutely rest in and become thence-forward absolutely the property of the Company in like manner as if an absolute bill of sale thereof to the Company had been made.

And it is further agreed, that the Contractors shall and will as often as required thereto by the Company, if the Company shall deem it necessary, by Bill of Sale, or in other lawful manner, convey and assure the same to the Company, and such materials and property are hereby declared to be subject so far as the same can be made so by this instrument, to the Mortgage security to the said Municipalities hereinbefore mentioned.

And it is further agreed, that such monthly instalments shall consist of the following proportions and descriptions of payment, namely: Firstly, forty per centum thereof shall be Provincial Bonds until the whole of such Bonds so paid to the Contractors shall amount to the sum so as aforesaid, to be paid to them in such securities, or shall be exhausted as aforesaid when the balance is to be paid in stock as hereinbefore provided. Secondly, the balance thereof, shall be and consist in equal proportion of Bonds of the Company or money and paid up shares of the Company, until the said sum of Three Hundred and Ten Thousand Pounds Sterling, so to be paid in Company Debentures as aforesaid shall be exhausted, then the balance shall consist as hereinbefore provided of paid up Stock or shares of the Company as aforesaid. All which shares shall be registered in the Books of the Company in the names of the Contractors, and of which registration a certificated shall be given them.

It is further agreed that the Company shall and will assist in all lawful ways the Contractors in acquisition and purchase of Lands, the Contractors being empowered to use the name of the Company in all proceedings therefor and the Contractors shall and will have and enjoy all the rights and privileges now possessed by the Company under their Charter or By-law relating and appertaining to Land for the purposes of the Railway or to navigable rivers. And shall generally for the construction of the Railway enjoy the same privileges in relation thereto, as the Company might do; the Company agreeing to aid and assist them in relation thereto, by the use of its name otherwise as may be lawful. Provided, that in the use of the name the Company, and of the several privileges and powers the Company possess under the Special Act and the Railway Clauses Consolidated Act, the Contractors shall pay, bear and defray all expenses, costs, charges and damages arising or accruing therefrom, and be subject to their own cost and expense to all liabilities accruing or attaching to the Company in respect thereof, and shall indemnify and save harmless the Company against all such costs, charges, damages, expenses and liabilities.

And further, the Contractors during the period aforesaid, shall and will comply in all respects with the requirements of Law, as contained in the Railway Clauses Consolidated Act, and the Special Act, so far as the construction of the Road and the Roadway, and all its appurtenances is concerned.

And it is hereby further agreed by and between the said parties of the first and second parts hereto, that the said parties of the first part, shall pay and defray, from and out of their own proper monies, all expenses of whatever nature by the Company prior to the date hereof incurred or paid out for the purposes of the Railway; and also all salaries or allowances heretofore rendered. And the Contractors shall and will moreover pay and defray until the completion and delivery over of the Railway, the following Salaries, which shall not exceed the sums hereinafter detailed, viz: of the Supervising Engineer, Five Hundred Pounds Currency, per annum; of the Managing Director, Four Hundred Pounds Currency, per annum, and Two Hundred Pounds Currency, per annum, for Travelling Expenses; of the Secretary and Treasurer, Four Hundred Pounds Currency, per annum; and of the Solicitor, Five Hundred Pounds Currency, per annum. And the Contractors shall also afford and provide at their own cost, suitable office accommodation for the use of the Company, but all other expenses connected with the working of the Company shall be paid and defrayed by the Company out of their own proper funds.

And if is hereby further agreed between the said parties hereto, that if any dispute or difference whatever shall arise between them, upon or as to this Contract, or the wording or construction thereof, or any clause, matter, or thing therein contained, or as to the plans, sections and drawings or any of them, or as to any of the works matters and things hereby contracted for, or mentioned herein, or any obliteration or variation in the said works, matters or things,

or upon or as to the value or amount, state, quantity, quality, price or condition of any of such works, matters or things, or as to any other matter whatsoever, whether of fact, discretion or opinion, every such dispute and differences from time to time shall be and the same is hereby agreed to be left and referred to the absolute determination and award of one person, named by and on the part of the Company or their successors; another, by and on the part of the said Contractors, their Executors or administrators, and a third, by the two so named before entering upon the business of reference, and the decision of such three persons or of any two of them shall be final and conclusive, and against it there shall not be in any manner or on any account, any appeal whatsoever. And the said Company do hereby for themselves and their successors covenant with the Contractors and their Executors and Administrators, and the Contractors for themselves their Executors and Administrators do hereby covenant with the Company and their successors, that they the said parties respectively shall and will stand to, abide, and be bound by, obey, perform, fulfil and keep the award and determination of such referees or of any two of them as aforesaid, and that the submission hereby made, may at the option of either of the said parties hereto be at any time made a rule of any of Her Majesty's Courts of Record, or to be otherwise dealt with so as to make such award binding in the Courts of Law in Canada.

And whereas the said parties of the third part have severally and to various extents aided in the present undertaking of the Railway by Loan, and are in consequence interested herein in consideration thereof, and of five shillings now paid by each of them, the said parties of the first and second parts do severally and each of them for themselves covenant and agree to and with the said parties of the third part and each of them and their and each of their successors. And it is hereby declared and agreed, that no material or essential change variation or alteration of this Contract of the provisions thereof, shall be in any manner made or effected by and between the said parties of the first and second parts without the consent, agreement and concurrence of the said parties of the third part or their successors first thereto duly had signified and obtained in such manner as to them may seem best.

And for the better and more punctual performance of this agreement on the part of the said parties of the first part, they the said parties of the first part, and the said parties of the fourth part, do each of them for himself or themselves, their and his heirs, executors or administrtrators shall and will, well and truly fulfil and perform all and every such conditions and parts of the foregoing agreement which are or ought to be done and performed by the said parties of the first part according to the true intent and meaning hereof.

And it is hereby further declared and agreed that the Contract shall be in all respects complete and binding and obligarory upon the several parties hereto of the first, second and fourth parts respectively from the date hereof when and so soon as this Indenture shall be executed by them the said parties of the first, second and fourth parts, and without reference to the time of execution hereof by the Municipalities parties hereto or any of them. And whether the same shall or shall not be executed by them the said Municipalities or any of them. So that this instrument and the various provisions thereof shall not be in any wise affected, vitiated or annulled by any neglect or refusal on the part of the said Municipalities or of any of them to become formal parties hereto by executing the same.

Specification of the mode of construction of Brockville and Ottawa Railway heretofore referred to:—

1st. The location of the line shall be selected by the contractors, who shall be guided by the following general rules, viz: facility of construction and easiness of grade, paying all due attention to provide for the trafic of the country.

2nd. The line shall be single track, with crossings, sidings, and depots roads, but the grading, culverts and substructure of bridges shall be for a double track.

3rd. The rails shall be of wrought iron of the weight of sixty three pounds per lineal yard and shall be of the best and most approved material and description.

4th. The fastenings shall be of wrought iron and of the most approved material and description.

5th. The chains shall be of wrought iron and shall be of twelve pounds weight each, one to be at each joint of the rails.

6th. The ties shall be of tamarack or other approved timber.

7th. At least four thousand cubic yards of ballast per mile shall be provided and spread for a breadth of thirteen feet and depth of fifteen inches under the ties; the balance to be spread and packed according to instructions to be given by the Supervising Engineer. This ballast to consist of coarse sandy gravel or of stone, broken so as to pass in any direction through a two inch ring.

8th. The Railway shall be laid with care and in strict conformity with grades and curves approved by the Company's Supervising Engineer, under the provisions or this specification.

9th. No rising gradient from Pembroke to Brockville shall exceed forty feet per mile, and not more than four miles shall rise more than forty five feet per mile from Brockville to Pembroke.

10th. No curve on the main line shall be less than fifteen hundred feet radius.

11th. In any cutting or embarkment necessary to make the line in conformity with the above, the following directions shall be implicitly adhered to, viz: all cuttings shall be thirty feet wide at the bottom, and all embankments thirty feet wide on the top: all cuttings through earth, clay or gravel or other loose materials shall have a slope of one and a half to one, and in rock at least one quarter to one; all embankments made with earth, clay or gravel shall have slopes of one and one half to one and those made of rock shall have slopes of half to one; all slopes whether of embankment or cuttings specified above at one and one half to one shall be covered with at least three inches of surface soil and sown at a proper season of the year with a mixture of grass and clover seed. provided always that if the contractors should decide upon passing to the St. Lawrence at Brockville by a tunnel to the market square, the contractors shall not be bound to cut such tunnel of any greater size than shall be amply sufficient for a single track; the plans and specifications for such tunnel to be subject to the approval of the Supervising Engineer.

12th. The drainage of the line shall be secured in the most perfect manner possible; sufficient drains snd water tables to be provided to carry all surface water, or springs tapped in the cuttings to the out falls.

13th. Out falls such as open or covered drains or culverts shall be provided where necessary, the covered drains shall be of rubble stone covered with flags not less than four inches thick. The culverts shall have side walls of common rubble and arches of hammer drest masonry.

14th. All existing roads shall have suitable cros-

sings, cattle guards and notice boards, in conformity with the Railway clauses consolidation Acts.

15th. Accommodation crossings for farms to be provided where necessary, in conformity with said Railway clauses, Consolidation Acts.

16th. The line to be fenced throughout in a manner satisfactory to the supervising Engineer and of approved material in conformity with said Act.

17th. The bridges shall be of good sound rubble masonry hammer drest in face with horizontal beds and vertical joints, the piers and abutments as stated in article two hereof shall be for a double track the superstruction for a single track, where sufficient room shall not be had for turning arches, sufficient girders of wrought iron shall be used.

18th. This contract shall include thirteen miles of crossings, sidings and depot roads, to which all the foregoing provisions shall apply excepting those referring to grades and curves.

29th. Stations of brick or stone covered with tin, zinc or Slate shall be erected at the following places, viz: Brockville, Smith's Falls, Perth, Arnprior and Pembroke; they shall consist of booking offices, porter's rooms, waiting rooms for ladies and gentlemen, with suitable retiring rooms, water closets, winals, passenger platforms, goods sheds, with cranes for loading and unloading. The Station at Brockville to be provided in addition with board room, Secretary's office, Engineer's office and Superintendant's office. Those at Smith's Falls and Arnprior to be provided with accommodation for furnishing refreshments. The whole of these stations to be provided with water tanks and cranes and also fuel sheds.

20th. In addition to the above there shall be fifteen way side stations erected at places along the line, to be decided upon by the directors, they may be of wood, stone or brick at the option of the contractors, and shall consist of a house for station master, with two lower and two upper rooms for station master with suitable out buildings attached thereto; also, booking office, waiting room, ladies' room, water closet, urinal, &c.; also, passenger platform and goods sheds, at least seven of these shall be provided with water and fuel accommodations.

21st. All stations shall be provided with neces sary switches and signals, and those at Brockville, Smith's Falls, Perth, Arnprior and Pembroke shall be furnished with turntables.

22nd. At or near the town of Brockville a machine shop and imfirmary shall be built of brick or stone, and covered with tin or slate. They shall be sufficiently large to afford accommodation for ordinary repairs.

23rd. The contractors shall furnish and supply to the Company the following rolling stock for the equipment of the road, viz: Thirteen locomotive engines, thirteen tenders, ten first class passenger carriages, ten second class passenger carriages, two hundred and fifty goods and lumber waggons, five snow ploughs, thirteen hand carts, thirteen setts of tools for repairs, all which shall be of the most approved materials and descriptions and first class of their respective kinds.

24th. There shall be provided for the purposes of the road at Brockville at least twenty acres of land, of which five acres at least shall be upon or adjacent to the river St. Lawrence, with sufficient wharfage to discharge at least from to to three thousand tons daily.

25th. Twenty acres of land at least shall be provided for the purposes of the Railway, adjacent to the Ottawa, at or near Pembroke.

26th. The general width of the land to be taken for the track shall be ninety feet excepting in towns and villages, when a claim shall be sufficient, and, also, excepting in other places along the line when any particular circumstance or obstacle shall make it inexpedient to take such width.

27th. The grading shall, as a general rule, be elevated three and one half feet above the level of the adjacent land or above the level of the water tables in the cuttings.

28th. The guage shall be five feet six inches, same as the Grand Trunk Railroad.

29th. The ties shall be formed of logs nine feet long, flattened to receive the rails, with a face of at least eight inches and not less than six inches thick and shall not be a greater distance apart than thirty inches from centre to centre.

30th. All masonry shall be laid in mortar, and all masonry which comes under water shall be laid in the best hydraulic cement.

31st. No rising gradient in the four miles referred to in the 9th clause of this specification shall exceed fifty three feet per mile.

32nd. Suitable wharfage and of sufficient extent shall be provided at the Pembroke terminus.

In witness whereof the said James Sykes and Charles De Bergne parties hereto have by their Attorney the said William Sykes, duly authorised by Power of an Attorney to him in that behalf, severally made by the said James Sykes and Charles De Bergne, notorial copies whereof are hereto appended, hereunto set their respective hands and seals; and the Brockville and Ottawa Railway Company have caused their corporate seal to be hereunto set, and these presents to be signed by George Crawford, Esquire, the president of the said Company, and countersigned by the Secretary and Treasurer thereof; and the said William Anthony Mathews by his Attorney thereunto duly authorized, to wit William Charles Evans by Power of Attorney to him in that behalf notorial copy whereof is hereunto appended, hath hereunto set his hand and seal the day and year first above written, and the said Joseph Butler hath by his Attorney William Sykes duly authorized by Power of an Attorney, a notorial copy whereof is hereto attached, hereunto set his hand and seal the day and year first above written.

(L. S.) JAMES SYKES,
by his Attorney WM. SYKES.
(L. S.) CHARLES DE BERGUE,
by his Attorney WM. SYKES.
(L. S.) WILLIAM SYKER.

By order of the Directors.

(L. S.) ROBERT HERVEY,
Sec'y & Treasurer B. & O. R. Co.
GEORGE CRAWFORD,
B. & O. R. Co.
(L. S.) WILLIAM A. MATHEWS,
by his Attorney W. C. ETANS.
(L. S.) JOREPH BUTLER,
by his Attorney MM. SYKES.

Signed, sealed and delivered in the presence of ALEXANDER MORRIS, of Montreal.
RICHARD F. STEELE, of Brockville.

MORTGAGE.

This Indenture in triplicate made the seventh day of March in the year of our Lord one thousand eight hundred and fifty four, between the Brockville & Ottawa Railway Company of the first part, and the Town Council of Brockville, the Municipality of the Township of Elizabethtown, and the Municipal Council of the United Counties of Lanark and Renfrew of the second part.

Whereas the said Town Council of Brockville on the twenty-ninth day of July, one thousand eight hundred and fifty-three, duly and according to law

passed and enacted a certain By-law authorizing the said Council to loan to the said Brockville & Ottawa Railway Company the sum of 100,000 pounds immediately, upon and after the security thereinafter named, for the repayment of the principal and interest of such loan should have been made and completed in due form of law, and for the purpose of enabling to make such loan further authorizing the raising by way of loan upon the credit of the Consolidated Municipal Loan Fund for Upper Canada, such sum in cash or Debentures as should be required, not exceeeding in the whole the sum of one hundred thousand pounds of lawful money aforesaid, said money or Debentures from time to time as required to be paid over under the discretion of the said Council to the said Company by way of such loan as aforesaid, and not to be applied to any other purpose whatsoever.

And whereas the said Municipality of the Township of Elizabethtown, on the fifth day of July one thousand eight hundred and fifty-three, duly and according to law, passed and enacted a certain By-law authorizing the said Municipality to loan to the Brockville & Ottawa Railway Company, the sum of Fifty Thousand Pounds, immediately upon and after the security thereinafter named for the repayment of the principal and interest of such Loan should have been made and completed in due form of Law and for the purpose of enabling to make such Loan further authorizing the raising by way of Loan upon the credit of the Consolidated Municipal Loan Fund for Upper Canada, such sum in cash or Debentures as should be required, not exceeding in the whole the sum of Fifty Thousand Pounds of lawful money aforesaid, such money or Debentures from time to time as required to be paid over, under the direction of the said Municipality to the said Company by way of such Loan as aforesaid, and not to be applied to any other purpose whatsoever.

And, whereas, the said Municipal Council, of the United Counties of Lanark and Renfrew, on the twenty fifth day of July, one thousand eight hundred and fifty three duly and according to law, passed and enacted a certain By-law authorizing the said Council to lend to the Brockville and Ottawa Railway Company, the sum of Two Hundred Thousand Pounds, immediately upon and after the security thereinafter named, for the re-payment of the principal and interest of such loan should have been made and completed in due form of law, and for the purpose of enabling to make such loan, further authorizing the raising by way of loan, upon the credit of the Consolidated Municipal Loan Fund for Upper Canada, such sum in cash and Debentures as should be required, not exceeeidng in the whole the sum of two hundred thousand pounds of lawful money aforesaid; said money or debentures from time to time as required to be paid over, under the direction of the said Council to the said Company, by way of such loan as aforesaid, and not to be applied to any other purpose whatever.

And whereas the said several By-Laws were respectively passed and enacted as aforesaid, under the provisions and authority of the Act of the Legislature of this Province, passed in the sixteenth year of the Reign of Her Majesty intituled, "An Act to establish a Consolidated Municipal Loan Fund for Upper Canada."

And, whereas the said By-laws were after the respective passing thereof as aforesaid, severally and respectively approved and sanctioned by the Governor of this Province according to the provisions and requirements of the said Act.

And whereas, Debentures have already been issued or are about to be issued by the Government of this Province under the said Act upon the authority of the said By-laws respectively, to the several amounts therein specified.

And whereas, it is necessary according to the provisions of said By-laws hereinbefore recited that the security therein named should be made and completed as aforesaid before the said Company shall be entitled to receive any portion of the said Cash or Debentures.

And whereas, the security named in the said By-laws severally and respectively is therein respectively described as follows, that is to say: That the said Company shall undertake to pay over to the Treasurer of the said Municipalities respectively from time to time, semi-annually, as required by law, the eight per centum per annum, which the said Municipalities respectively should, under the provisions of the said Consolidated Municipal Loan Fund Law, upon the issue of the said Debentures become bound to pay. That such eight per cent should be paid as aforesaid, at least thirty days before the respective times, at which the said Municipalities respectively should be bound by law to pay the same. That if at the expiration of the term for which such Debentures should be issued any portion thereof should still remain due, the said Company should provide for and pay off the same, and should indemnify and save harmless in every respect the said Municipalities respectively, against all loss or damage by reason of such Loans, respectively as aforesaid, or in consequence of the liabilities by the said Municipalities respectively incurred, under the said several By-laws. The road tolls and property of the said Company to stand pledged and Mortgaged to each of the said Municipalities in common with such other Municipalities as at the time of effecting such security should have made similar Loans for the purposes aforesaid, and should be named therein, in preference to all other creditors, saving and excepting such Municipalities having such common lien as aforesaid.

And whereas, the said Municipalities, parties hereto of the second part are the only Municipalities which have passed By-laws authorizing such Loans as aforesaid, and are therefore, according to the terms of the said By-Laws respectively, the only Municipalities or parties entitled to such preferable security as aforesaid.

And, whereas, it is by the said By-laws respectively provided that the Debentures to be issued by the Receiver General of this Province under the authority of the said By-laws respectively shall be paid at the expiration of twenty years from the issuing thereof.

And, whereas, the said Company upon the second day of December one thousand eight hundred and fifty three, by indenture of Contract bearing date the day and year last aforesaid contracted, with certain English Railway Contracters, that is to say, with James Sykes of Sheffield, England, Charles De Bergue of Sheffield, England, and William Sykes of Montreal in Canada, for the construction of the entire road from Brockville to Pembroke with the branch to Perth, as provided for in their special Act of incorporation, the whole to be completed within three years from the date of the said contract.

And, whereas, under the eleventh sub-section of the ninth section of the Railway Clauses Consolidation Act, the said Company are authorized and empowered to borrow such sums as may be expedient for completing, maintaining and working the Railway and to make the securities granted for the sums so borrowed payable either in currency or in sterling and at such place or places within the Province or without as may be deemed advisable and hypothecate, mortgage, and pledge the lands, tolls, revenues and other property of the Company for the due payment of the said sums and the interest thereon.

And, whereas, the said By-laws were severally passed at the instance and request of the said Company and the said company are now desirous of bor-

rowing of the said Municipalities respectively the said several sums of one hundred thousand pounds, fifty thousand pounds and two hundred thousand pounds therein respectfully mentioned upon the terms in the said By-laws respectively mentioned.

Now this indenture witnesseth that under the provisions and authority and by virtue of the powers in them vested by a certain act of the Legislature of this Province Passed in the sixteenth year of the reign of her Majesty Queen Victoria entitled "an act to incorporate the Brockville and Ottawa Railway Company" and by the Railway Clauses Consolidation Act, in consideration of the premises and in order to complete the said security as required in due form of law, and in consideration of five shillings of lawful money of Canada to the said Brockville and Ottawa Railway Company in hand paid at or before the ensealing of these presents the receipt whereof is hereby by them acknowledged: They the Brockville and Ottawa Railway Company do hereby undertake, covenant, promise and agree to and with the said Municipalities parties hereto of the second part severally and respectively in manner following, that is to say, that they the said Company, shall and will from time to time semi-annually as required by law, during the whole of the term for which the said debentures now are or shall or may be respectively issued pay over to the treasurers of the said Municipalities severally and respectively the eight per centum per annum which the said Municipalities respectively are now or at any time hereafter shall be under the provisions of the said Consolidated Municipal Loan Fund Act, upon the issue of of the debentures respectively authorized to be issued under the said By-laws, bound or liable to pay, and shall and will well and truly pay eight per centum per annum as aforesaid semi-annually as aforesaid during the whole of such time respectively as aforesaid at least thirty days before the respective times at which the said Municipalities respectively are nowor at any time hereafter shall be as aforesaid liable or bound by law to pay the same.

And, the said, the Brockville and Ottawa Railway Company do further undertake, covenant, promise, and agree to and with the said Municipalities that if the expiration of the terms respectively for which such Debentures have been or shall be issued as aforesaid any portion of the principal or interest thereof shall still remain due the said Company shall and will well and truly provide for and pay off the same respectinely and wholly exonerate the said Municipalities respectively of from all liability in respect thereof, and also shall and will well and truly idemnify and save harmless in every respect the said Municipalities respectively against all loss or damage by reason of such loan as aforesaid or in consequence of the liability by the said Municipalities respectively incurred under the said By-laws respectively.

And, for the better security of the said Municipalities respectively in the due re-payment of the amount of the said loans respectively as aforesaid and the interest thereon according to the terms at the times and in manner as heretofore expressed and for the true and faithful performance and fulfilment of the covenants, promises and agreements, hereinbefore contained on the part of the said Company to be performed and fulfilled. The Brockville and Ottawa Railway Company by and under the authority aforesaid and by virtue of the powers in them vested by law as aforesaid do hereby according to the statute in that behalf, grant, bargain, sell, hypothecate, mortgage and pledge unto the said Municipalities parties hereto of the second part severally and respectively the lands, road, depots, wharves, stations, terminal and otherwise, tolls, revenues and all other property of the said Company, now or at any time hereafter during the existence of this mortgage to be by them acquired held, passed or enjoyed.

To have and to hold the same with the appurtenances and privileges thereof in preference to all other creditors of the said Company unto and to the use of the said Municipalities respectfully in as full and ample a manner to all intents and purposes as the said Company now or at any time hereafter shall or may enjoy or be entitled to enjoy the same.

Provided, always, that if the Brockville and Ottawa Railway Company do and shall pay unto the said Municipalities respectively parties hereto of the second part the principal and interest of the said loans by them respectively to be made as aforesaid in manner and at the times as hereinbefore covenanted and provided and shall in all other respects well and truly observe and faithfully perform and keep the several covenants, promises and agreements hereinbefore contained according to the true intent and meaning thereof, without any default or abatement whatsoever, then these presents shall cease and be void to all intents and purposes whatsover.

And the Brockville and Ottawa Railway Company do hereby covenant promise and agree to and with the said Municipalities respectively parties hereto of the second part and with each of them severally and respectively that it shall and may be lawful for the said Municipalities severally and respectively after default shall be made in payment of any of the said respective loans so to be made as aforesaid or of any part thereof or of the interest thereon, or of any one or more of the said several semi-annual payments towards the principal and interest thereof so respectively stipulated and agreed hereinbefore to be made as aforesaid contrary to the covenants, promises and agreements and provisions hereinbefore in that behalf contained peaceably to ente into and upon the lands, roads and ther property ofr the said Company hereby hypotheoated, mortgaged and pledged as aforesaid, and the came and the tolls and revenue thereof to hold and snjoy without any interruption or denial by the said ehe Brockville and Ottawa Railway Company, or any other person whomsoever; and that free and clear of and from all estates, tolls, troubles, liens, charges, and incumbrances whatsoever, in such manner however, that any one or more of the said Municipalities in respect of whom such default shall have been made, shall and may exercise the powers and privileges herein conferred although no default shall have been made as to any other or others of the said Municipalities, but in such wise that any thing lawfully done by any one or more of the said Municipalities respectively under these presents shall operate and ensure for the benefit of the said Municipalities respectively, so that no one Municipality shall have priority over another.

And further, that the said the Brockville and Ottawa Railway Company and all persons whatsoever, claiming any estate, right, title, interest, claim or demand in the said Lands, roads, tolls, revenues and other property of the said Company hereby Mortgaged and pledged as aforesaid, shall and will at all times hereafter, during the continuance of the principal and interest of the said Loans respectively, or of any part or portion thereof upon this security, upon every reasonable request of the said Municipalities respectively make, execute, and perfect all such further conveyances assignments, transfers and as-

surances in the law whatsoever, for the further, better and more perfectly granting, conveying, assigning, transferring or otherwise assuring the said lands, road, tolls, revenues and other property of the said Company, hereby Mortgaged or pledged, or intended so to be, unto and to the use of the said Municipalities, parties hereto of the second part, subject to the provisions and agreements herein contained, and the equity thereof, and for the ends, intents and purpose herein expressed of, and concerning the same, according to the true intent and meaning of these presents, as by the said parties hereto of the second part, or any of their Counsel learned in the law, shall be reasonably devised, advised and required, and tendered to be made.

And it is further declared and agreed, by and between the parties to these presents that if the Brockville & Ottawa Railway Company shall at any time or times hereafter, make default in any or either of the said several semi-annual payments so hereinbefore covenanted and agreed, to be respectively paid as aforesaid to the Treasurers respectively of the said several Municipalities in manner and at the several times hereinbefore mentioned and agreed upon, or shall make default in payment of the respective balances, due upon the said several Loans respectively, at the expiration of the said periods of twenty years in manner, and at the said times respectively as hereinbefore agreed, then and in such case, and in every such case whensoever the same shall happen, it shall and may be lawful to and for the said several Municipalities respectively, or such of them as shall be injured or effected by such default, having first given the Brockville and Ottawa Railway Company, after such default, one calendar month's written notice of the same, and of their intentions thereupon, by leaving such notice in writing at the office of the said Company in Brockville forthwith, without any further consent or concurrence of the Brockville & Ottawa Railway, Company to enter into possession of the Railway, road, land, depots, wharves, stations, and other property of the said Co. hereby granted, bargained, sold, hypothecated, mortgaged, pledged, or intended so to be, and to take the tolls, revenues and profits thereof to their own use and benefit, until a sufficient sum shall or may be realized therefrom to pay the amount or amounts so in default or at the option of the said Municipalities or Municipality so affected or injured as aforesaid, absolutely to foreclose the equity of redemption of the said Company therein and under the direction of the Court of Chancery of Upper Canada, to have sale made of the said Railway, road, land, wharves, depots, stations, and other property of the said Company or of any part thereof, absolutely or for a term of years as to the said Court shall seem meet the proceeds of such sale to be applied, first, towards defraying all expenses connected therewith, then towards the paying off and discharging all monies due the said Municipalities respectively, which shall then be in default and unpaid, and lastly towards, and to the final payment of and discharge of the then outstanding liabilities of the said several Municipalities in common, in respect of the said Debentures so issued or to be issued under the authority of the said By-laws respectively, in such manner that no one of the said three Municipalities shall have priority over the other, but that the proceeds of such sale shall be applied rateably and proportionably to the amount of their respective loans. And the surplus, if any after all such payments and providing as herein agreed for the full payment and discharge of all the said liabilities as aforesaid, to be refunded and paid back to the said Company or their assigns, or otherwise invested, as the Court of Chancery may direct if requisite in the opinion of such for the more perfect safety of the said Municipalities, against all loss or harm by reason or in consequence of the liabilities by them respectively incurred under said By-laws.

And it is hereby further agreed and understood by and between the several parties here to, that if at any time before such sale or sales shall have actually taken place, the Brockville & Ottawa Railway Company shall make payment or tender unto the said Municipality or Municipalities, with which the said Company shall then be in default or make payment unto the said Court of Chancery on account thereof of the said sum or sums of money with interest and costs, or a sum sufficient to cover the same as shall be then actually due and owing, and in default unto the said Municipalities respectively, then the said sale shall not take place, but all proceedings in respect of such default, shall thereupon cease and be at an end, be no further prosecuted, and everything shall remain as if no such default had been made, when the said Municipalities collectively and severally shall have all the powers in respect of the same, as hereinafter agreed, and so on from time to time, as often as such proceedings shall or may be required or become necessary, and also it is further agreed by and between the parties hereto that when and so soon as the said several Municipalities, parties hereto shall have been wholly relieved and exonorated of and from all liabilities upon or in respect of the said several By-laws so by them respectively passed as aforesaid, or of the Debentures thereunder issued, or loans thereby effected, and shall have been kept harmless from all losses, damages, costs, charges and expenses in respect thereof, as hereinbefore agreed, then and from thenceforth these presents, (provided no sale or sales which shall or may have taken place under or by virtue of these presents be thereby affected,) shall cease, and be utterly null and void, and the said Municipalities respectively, shall thereupon reconvey and reassure the said Railway, road, lands, tolls, revenues, wharves, depots, stations and other property of the said

Company, hereby mortgaged unto the said Brockville and Ottawa Railway Company and their assigns or as they shall direct or appoint free from all incumbrances to be made or done by the said Municipalities, or any or either of them in the meantime.

Provided always, that until default shall happen to be made in some one or more of the several payments hereinbefore covenanted and agreed to be made contrary to the true intent and meaning of these presents, and in case such default shall be cleared off and discharged before such sale as hereinbefore provided, then until some further default shall be made, and so *toties et quoties* as aforesaid, as hereinbefore provided, it shall and may be lawful for the Brockville & Ottawa Railway Company and their assigns to have, hold, occupy, enjoy and possess to their own use and benefit the said Railway, road, lands, tolls, revenues, wharves, depots, stations and other property of the Company hereby mortgaged with the appurtenances, without any molestation, let, hindrance, interruption or denial of, from or by the said Municipalities or any or either of them, or any person or persons claiming by, from, through, under, or in trust for them or any or either of them.

Provided always, and it is hereby expressly declared, agreed and understood by and between the several parties to these presents, that notwithstanding anything to the contrary herein contained if any or either of the said Municipalities respectively, shall neglect or refuse from time to time, as often as they shall be required by the said Company, in accordance with the contract with Sykes De Bergue and Company hereinbefore referred to, for the purposes of completing their said Railway and works, or carrying out the contract therefor hereinbefore referred to, regularly and faithfully advance, pay over and deliver unto the said Company, their Attorney or assigns the said Debentures or moneys, (as the case may be) so issued or to be issued as aforesaid, under the said By-laws respectively, such Municipality or Municipalities so neglecting or refusing, shall not (until such neglect or refusal shall be withdrawn, and any loss or damage by the said Company, sustained in consequence thereof, be made good) derive any benefit or advantage from this security or anything herein contained, nor shall said Company or their assigns during the period for which such Debentures shall be witheld or refused contrary to the true intent and meaning of these presents be in any wise bound to pay over or make good unto the Municipality so neglecting or refuseing any of the said semi-annual payments whatsoever hereinbefore covenanted or agreed to be made in respect of the said Debentures for which such Municipality or Municipalities shall be liable saving and excepting upon and in respect of such Debentures as shall then have been actually issued and delivered to the said Company by such Municipality or Municipalities for the purposes aforesaid.

In wit ness whereof the several corporations parties to these presents have hereunto caused their respective Corporate seals to be set, and these presents to be signed by their respective heads the day and year first above written.

(Signed) GEORGE CRAWFORD,
President B. & O. R. C.

Signed sealed and delivered in the presence of
(Signed) RICHARD F. STEELE
Countersigned, ROBERT HERVEY, *Sec'y.*

MORTGAGE.

This Indenture in triplicate, made the sixth day of October one thousand eight hundred and fifty-four, between the Brockville & Ottawa Railway Company of the first part, and the Town Council of Brockville, the Municipality of Elizabethtown, and the Municipal Council of the United Counties of Lanark and Renfrew of the second part.

Whereas by indenture of Mortgage made and bearing date the eleventh day of July, in this present year, and registered in the Register offices respectively of the County of Leeds, Lanark and Grenville, between the same parties as hereto, after reciting as is therein recited the said the Brockville & Ottawa Railway Company did for the considerations and by virtue of the powers therein mentioned, grant, bargain, sell by hypothicate, mortgage and pledge unto the said Municipalities parties thereto and hereto of the second part severally and respectively, the lands, road, depots, wharves, stations, terminal and otherwise tolls, revenues, and all other property of the said Company then or at any time thereafter, during the existence of that Mortgage to be then acquierd, held, possessed or enjoyed, and in particular all and singular the lands and premises thereinafter specially mentioned and described, to have and to hold the same with appurtenances and privileges thereof in preference to all other creditors of the said Company, unto and to the use of the said Municipalities respectively, in as full and ample a manner to all intents and purposes as the said Company then or at any time thereafter should or might enjoy or be entitled to enjoy the same subject, nevertheless, to certain provisoes, conditions, stipulations and agreements therein contained.

And whereas since the execution of said indenture of Mortgage, the said Company have acquired the lands hereinafter medtioned, which they are desirous of conveying to the said Municipalities by way of Mortgage in like manner and with like effect, as if the same had been included in said Indenture hereinbefore recited.

Now this Indenture witnesseth, that in consideration of the premises, and for the considerations expressed in the said Indenture of Mortgage, and for the same purposes, and for the true and faithful performance of the covenants, promises and agreements therein mentioned on the part of the said Company, to be performed and fulfilled (and to secure which the said recited Mortgage was made) and also in consideration of the sum of five shillings to the said Company, in hand paid by the said Municipalities, the receipt whereof is hereby acknowledged, they the said the Brockville & Ottawa Railway Company, by and under the authority and by virtue of the powers in them by law vested, Do hereby according to the Statute in that behalf, grant, bargain, sell, hypothecate, Mortgage and pledge unto the said Municipalities parties hereto of the second part, the lands and premises hereinafter mentioned, [that is to say] all that piece of land situate in the Township of Brockville aforesaid, being water or town lot, number forty-seven, more particularly described in the deed of Conveyance thereof, from William Sykes to the said Company, bearing date the fourteenth day of September, in the year aforesaid, together with the strip of land described in said deed, lying between said water lot and the eastern limit or Market square.

Also Town lot number two hundred and one in Brockville aforesaid, as specially set forth in the deed of Conveyance thereof from the said William Sykes to the said Company, bearing date the day and year last aforesaid [subject to two Mortgages of five hundred pounds each to Ormond Jones.]

Also that part of Park lot number seventeen, in the first Concession of Elizabethtown, in the County

of Leeds specially set forth in the deed of Conveyance thereof from the said William Sykes to the said Company, bearing date the thirteenth day of September, in the year aforesaid.

Also all that part of the rear part of the Commons in the ninth concession of Elizabethtown, specially set forth in the deed of Conveyance thereof, from Benjamin Dickson and Esther Dickson, to the said Company, bearing date the eleventh day of July in the year aforesaid.

Also all that part of lot number seventeen, in the eighth Concession of Elizabethtown aforesaid, specially set forth in the deed of Conveyance thereof, from John and James Simmons to the said Company, bearing date the nineteenth day of July in the year aforesaid.

Also all that part of the south-east quarter of lot number fourteen in the seventh Concession of Elizabethtown aforesaid, specially set forth in the deed of Conveyance thereof from William Rawson to the said Company, bearing date the twenty-fifth day of September in the year aforesaid.

Also all those parts of the front half of lot number thirty in the second Concession of Wolford, in the County of Grenville, specially set forth in the deed of Conveyance thereof, from the said William Sykes to the said Company, bearing date the thirteenth day of September in the year aforesaid.

Also all that part of lot number one in the sixth Concession of the Township of Elmsley, in the County of Lanark, specially set forth in the deed of Conveyance thereof from Alexander Condie, to the said Company, bearing date the fourth day of July in the year aforesaid.

Also all that part of the west half of lot number twenty-two in the Tenth Concession of the Township of Elmsley aforesaid, specially set forth in the deed of Conveyance thereof from Alexander Fraser, to the said Company, bearing date the seventh day of September in the year aforesaid.

Also all that part of the front quarter of lot number fourteen in the eighth Concession of Elmsley aforesaid, specially set forth in the deed of Conveyance thereof from James Armstrong, to the said Company bearing date the eighth day of September in the year aforesaid.

Also all that part of the rear part of lot number sixteen in the ninth Concession of Elmsley aforesaid specially set forth in the deed of Conveyance thereof, from Margaret Campbell to the said Company, bearing date the seventh day of September in the year aforesaid.

Also all that part of the West half of lot number seventeen in the ninth Concession of Elmsley aforesaid, specially set forth in the deed of Conveyance thereof from John Totten to the said Company, bearing date the seventh day of September in the year aforesaid.

Also, all that part of the rear half of Lot number two, in the sixth Concession of Elmsley, aforesaid, specially set forth in the Deed of Conveyance thereof from Alexander Condie, the younger, to the said Company, bearing date the seventh day of September, in the year aforesaid.

Also, all that part of the front part of Lot number sixteen, in the ninth Concession of Elmsley, aforesaid, specially set forth in the Deed of Conveyance thereof, from Duncan Campbell to the said Company, bearing date the day and year last aforesaid.

Also, all that part of the Front half of Lot number nineteen, in the tenth Concession of Elmsley, aforesaid, specially set forth in the Deed of Conveyance thereof, from James Campbell, to the said Company, bearing date the day and year last aforesaid.

Also, all that part of Lot eighteen, in the ninth concession of Elmsley, aforesaid, specially set forth in the Deed of Conveyance thereof, from Mary E. Frizell, to the said Company, bearing date the day and year last aforesaid.

Also, all that part of the East half of Lot number eight, in the seventh Concession of Elmsley aforesaid, specially set forth in the Deed of Conveyance thereof, from John Clarke, to the said Company, bearing date the eighth day of September in the year aforesaid.

Also, all that part of the West half of Lot eight, in the seventh Concession of Elmsley, aforesaid, specially set forth in the Deed of Conveyance, thereof, from John Moore, to the said Company, bearing date the day and year last aforesaid.

Also, all that part of eleven in the eighth Concession of Elmsley, aforesaid, specially set forth in the Deed of Conveyance thereof, from William McCormick, to the said Company, bearing date the day and year last aforesaid.

Also all that part of eighteen in the tenth Concession of Elmsley aforesaid, specially set forth in the Deed of Conveyance thereof, from Lewis Grenier to the said Company, bearing date the seventh day of September in the year aforesaid.

Also, all that part of the East half of Lot number seventeen, in the ninth Concession of Elmsley aforesaid, specially set forth in the Deed of Conveyance thereof, from John Campbell to the said Company, bearing date the eighth day of September, in the year aforesaid.

Also, all that part of the Front half of Twenty in the tenth Concession of Elmsley aforesaid, specially set forth in the Deed of Conveyance thereof from Robert Imeson to the said Company, bearing date the day and year last aforesaid.

Also, all that part of the front three quarters of fifteen, in the ninth Concession of Elmsley aforesaid, specially set forth in the Deed of Conveyance thereof, from Duncan Campbell to the said Company, bearing date the seventh day of September in the year aforesaid.

Also, all that part of the rear half of twenty, in the tenth Concession of Elmsley aforesaid, specially set forth in the Deed of Conveyance thereof, from Joseph Imeson to the said Company, bearing date the eighth day of September in the year aforesaid.

Also, all that part of the Rear half of twenty-one, in the tenth Concession of Elmsley aforesaid, specially set forth in the Deed of Conveyance thereof, from Ralph Smith to the said Company, bearing date the eighth day of September, in the year aforesaid.

Also all that part of Lot twenty-nine, in the fifth Concession of the Township of Montague, in the County of Lanark aforesaid, specially set forth in the Deed of Conveyance thereof, from Alexander Condie to the said Company, bearing date the tenth day of July, in the year aforesaid.

Also, all that part of the rear part of Lot twenty-nine, in the fifth Concesion of Montague aforesaid, specially set forth in the Deed of Conveyance thereof from the said Alexander Condie to the said Company, bearing date the day and year last aforesaid.

Also, all that part of Lot number thirty, in the fifth Concession of Montague aforesaid, specially set forth in the Deed of Conveyance thereof, from James Taylor, to the said Company, bearing date the ninth day of September, in the year aforesaid.

Also, all that part of thirty, in the fifth Concession of Montague aforesaid, specially set forth in the deed of conveyance thereof from John Dodds to the said Company, bearing date the eight day of September, in the year aforesaid.

Also, all that part of six, in the seventh Concession of the Township of Drummond, in the Coun

of Lanark, specially set forth in the Deed of Conveyance thereof, from Alexander Fraser to the said ompany, bearing date the seventh day of September in the year aforesaid.

To have and to hold the same with the appurtenances and privileges thereof, in preference to all other creditors of the said Company, unto and to the use of the said Municipalities respectively, in like manner and in as full and ample manner to all intents and purposes as the said Company now or at any time hereafter, shall or may enjoy or be entitled to enjoy the same.

In like manner however, and with like effect, and subject to the like provisoes, powers, conditions, covenants, clauses, stipulations and agreements as contained and expressed in the said hereinbefore recited Indenture, and as if the same lands hereby conveyed, had been specially mentioned and included in the said Indenture of Mortgage.

And it is hereby covenanted and agreed by and between the parties hereto, that they severally and respectively shall have the same benefit and advantage of all the covenants, clauses, provisoes and agreements aforesaid, so far as the lands hereby conveyed are concerned, as if the same covenants, clauses, provisoes and agreements had been specially set forth in this Indenture, it being the well understood intent, meaning and desire of the parties hereto, that no greater or less effect shall be given to this conveyance of the lands herein mentioned, than if the same as aforesaid had been specially mentioned and set forth in the said hereinbefore recited Indenture of Mortgage.

In Witness whereof, the several Corporations, parties to these presents have hereunto caused their respective Seals to be set, and the Brockville and Ottawa Railway Company have caused these presents to be signed by David B. Ogden Ford, Esquire, Vice-President of the said Company and Countersigned by the Secretary thereof.

[Signed] D. B O. Ford, [L. S.]
Vice President B. & O. Railway Co.

Signed, Sealed and Delivered in presence of
[Signed,] Richard F. Steele.
[Countersigned,] Robt. Hervey, *Secretary.*

Brockville and Ottawa Railway Company's Office, Brockville, 13th June, 1856.

The following is a true copy of a Resolution passed this day at a special meeting of the Board of Directors.

Moved by James Bell, seconded by the Hon. James Morris,

Resolved—That the contractors having failed to make provision for the payment of such interest on the Municipal Loan Fund Debentures, due 1st July, the Municipalities be requested to advance to the Company for that purpose the sum of £2,550, besides the coupons on the Bonds now in the Bank, and charge the same against the Company as part of their respective loans.

(Signed,) R. Hervey.
Se'cy B. & O. R. Co.

Brockville and Ottawa Railway.

Estimated cost of opening the line for trafic between Brockville and Carleton Place and Perth, including Right of way, station houses, Rolling stock, &c., the culverts or substructure of Bridges to be prepared for a double line and the grading remaining to be done to be of sufficient width for a single track only.

Right of way, 16 miles, £100,	£1,600
Station grounds, 5,	1,800
Clearing on line, 30 acres, £5,	150
Do extra width 300 do, £5,	1,500
Grubbing, 15 acres, £25,	375
Fencing, 58 acres £133 6s 8d,	7,733
Grading,	19,125
Culverts, cattle guards and Road crossings,	3,192
Bridging,	6,501
Ballasting (3,700 yds per mile,) 60 miles £370,	22,200
Ties, 29,000, 1s,	1,550
Rails delivered at Smith's Falls and Brockville for 60 miles, 99 tons per mile, 5,940 tons £10,	59,400
Distribution of Rails, ties &c., and laying track, 60, miles, £125,	7,500
Chairs and spikes, 4½ tons per mile, 270 tons £15,	4,050
* Rolling stock and tools,	37,600
Station buildings,	6,500
Machine shop at Brockville	3,000
Turn tables, cranes switches, &c.,	3,500
Direction and office expenses,	2,500
Engineering,	3,750
Interest on Bonds already issued, £1,703	
Do do during construction average 6 months, 7,737—9,440	
	£202,866

Brockville, 13th June, 1855.

* 10 Locomotives, 12 Passenger cars, 60 Freight and Lumber cars.

JAN. 26/34